

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)	Page B-1
B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)	Page B-12
B.3 ESTABLISHING FIXED RATES FOR ADDITIONAL ITEMS OF LABOR AND EQUIPMENT	Page B-12
B.4 ADJUSTMENT TO FIXED LABOR RATES--DAVIS BACON ACT	Page B-13
B.5 FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS	Page B-14
B.6 USE OF GALLEY TRAILERS	Page B-18
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)	Page C-2
C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)	Page C-3
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 CONTRACTOR DAILY COST REPORT--EPA FORM 1900-55	Page F-1
F.3 CERCLA OFF-SITE DISPOSAL REPORT	Page F-1
F.4 WORK REPORT	Page F-3
F.5 SITE PROGRESS REPORT	Page F-4
F.6 OTHER DELIVERABLES	Page F-4
F.7 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)	Page F-5
F.8 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION	Page F-5
F.9 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION	Page F-7
F.10 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155)	

	(APR 1984)	Page F-7
SECTION G -	CONTRACT ADMINISTRATION DATA	Page G-1
G.1	ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)	Page G-1
G.2	SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.3	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION	Page G-2
G.4	PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984) DEVIATION	Page G-3
G.5	INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION	Page G-6
G.6	CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)	Page G-7
G.7	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-8
G.8	FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)	Page G-9
G.9	ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)	Page G-10
G.10	SUNBCONTRACT CONSENT	Page G-12
G.11	EMERGENCY AND RAPID RESPONSE SERVICES--INVOICE REQUIREMENTS	Page G-14
G.12	SUBCONTRACTOR SELECTION PROCEDURES	Page G-16
G.13	URGENT REQUIREMENTS	Page G-16
G.14	POST-AWARD CONFERENCE	Page G-17
SECTION H -	SPECIAL CONTRACT REQUIREMENTS	Page H-1
H.1	PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION	Page H-1
H.2	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)	Page H-2
H.3	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)	Page H-3
H.4	LIMITATION OF FUTURE CONTRACTING (TCRR) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE I (MAR 1997)	Page H-3
H.5	DELIVERY ORDER CONFLICT OF INTEREST CERTIFICATION	Page H-5
H.6	OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION	Page H-6
H.7	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-6
H.8	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-7
H.9	MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)	Page H-7
H.10	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)	Page H-8
H.11	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-8
H.12	INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)	Page H-9
H.13	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)	Page H-9
H.14	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)	Page H-9
H.15	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)	Page H-10

H.16	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-11
H.17	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION	Page H-13
H.18	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	Page H-13
H.19	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-14
H.20	PUBLICITY (EPAAR 1552.237-74) (APR 1984)	Page H-14
H.21	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-14
H.22	DECONTAMINATION OF CONTRACTOR PROVIDED EQUIPMENT	Page H-14
H.23	ACCESS RIGHTS AND ACCESS AGREEMENTS	Page H-15
H.24	SALVAGEABLE PRODUCTS	Page H-15
H.25	HEALTH AND SAFETY	Page H-15
H.26	AUTHORITY TO TAKE DIRECTION	Page H-16
H.27	GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)	Page H-16
H.28	USE OF CONTRACTOR-OWNED LABORATORIES AND TREATMENT FACILITIES	Page H-17
H.29	SPECIAL PROVISIONS REGARDING TERMINATION OF INDIVIDUAL ORDERS NOTWITHSTANDING THE PROVISIONS OF FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (ALTERNATE IV) (SEP 1996)	Page H-17
H.30	REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES	Page H-17
H.31	DELIVERY ORDERS	Page H-18
H.32	ORDERING UNDER MULTIPLE AWARD CONTRACTS	Page H-19
H.33	DATA	Page H-21
H.34	STOP WORK ORDER FOR DELIVERY ORDERS	Page H-22
H.35	RETENTION AND AVAILABILITY OF CONTRACTOR FILES	Page H-22
H.36	TESTIMONY	Page H-23
H.37	REMOVAL COST MANAGEMENT SOFTWARE SYSTEM	Page H-23
H.38	PUBLIC COMMUNICATION	Page H-24
H.39	PAYROLLS AND BASIC RECORDS	Page H-24
H.40	DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY DELIVERY ORDER	Page H-24
H.41	SCHEDULE FOR DBA WAGE DETERMINATIONS	Page H-25
H.42	PERFORMANCE BONDS	Page H-25
H.43	PAYMENT BONDS	Page H-25
H.44	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)	Page H-25
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)	Page I-2
I.3	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION	Page I-3
I.4	ORDERING (FAR 52.216-18) (OCT 1995)	Page I-3
I.5	ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)	Page I-3
I.6	INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)	Page I-4
I.7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (FAR 52.219-7) (JUL 1996) DEVIATION	Page I-4
I.8	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)	

	(MAY 1989)	Page I-5
I.9	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)	Page I-6
I.10	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)	Page I-6
I.11	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-6
I.12	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-7
I.13	ADDITIONAL CLAUSES INCORPORATED BY REFERENCE	Page I-7
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-1
K.2	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-1
K.3	WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)	Page K-3
K.4	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)	Page K-3
K.5	TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)	Page K-4
K.6	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-4
K.7	SMALL BUSINESS PRORAM REPRESENTATIONS (FAR 52.219-1) (***) (JAN 1999)	Page K-5
K.8	CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)	Page K-7
K.9	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)	Page K-7
K.10	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)	Page K-8
K.11	CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)	Page K-8
K.12	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)	Page K-8
K.13	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1998)	Page K-9
K.14	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-11
K.15	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)	Page K-12
K.16	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-15
K.17	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-15
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1

L.2	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)	Page L-1
L.3	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)	Page L-1
L.4	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION	Page L-1
L.5	SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)	Page L-2
L.6	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-2
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-2
L.8	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION	Page L-2
L.9	PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)	Page L-3
L.10	INSTRUCTIONS CONCERNING THE ESTIMATED QUANTITIES IN CLAUSE B.1	Page L-3
L.11	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION	Page L-3
L.12	PROPOSAL INSTRUCTIONS - COI PLAN AND SMALL BUSINESS SUBCONTRACTING PLAN	Page L-13
L.13	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-13
L.14	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-13
L.15	EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)	Page L-13
L.16	EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)	Page L-14
L.17	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-14
L.18	COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)	Page L-14
L.19	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)	Page L-15
L.20	MULTIPLE AWARDS	Page L-15
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)	Page M-1
M.2	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (FAR 52.219-24) (JAN 1999)	Page M-1
M.3	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998)	Page M-1
M.4	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)	Page M-3
M.5	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996) ALTERNATE III (SEP 1996) DEVIATION	Page M-4
M.6	ACCEPTABILITY OF THE CONFLICT OF INTEREST PLAN AND THE SMALL BUSINESS SUB-CONTRACTING PLAN	Page M-7
DAVIS-BACON ACT (DBA) WORK SHEET		Page 1-1
EMERGENCY & RAPID RESPONSE SERVICES FOR REGION 2		Page 2-1
EQUIPMENT SPECIFICATIONS		Page 3-1

PERSONNEL DESCRIPTIONS & QUALIFICATIONS Page 4-1

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM
FINAL, OSWER DIRECTIVE 9360.4-01 (APR 1990) Page 5-1

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLAN FOR ENVIRONMENTAL DATA
OPERATIONS Page 6-1

THE OFF-SITE DISPOSAL RULE Page 7-1

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS
. Page 8-1

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS . . Page 9-1

INSTRUCTIONS FOR PREPARING SMALL AND SMALL DISADVANTAGED BUSINESS
SUBCONTRACTING PLANS Page 10-1

INVOICE PREPARATION INSTRUCTIONS Page 11-1

DEPARTMENT OF LABOR WAGE DETERMINATIONS Page 12-1

PAST PERFORMANCE QUESTIONNAIRE Page 13-1

CLIENT AUTHORIZATION LETTER Page 14-1

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984)

NOTE, OFFERORS ATTENTION IS DIRECTED TO CLAUSES L.11, L.12(b) AND L.21 FOR FURTHER INFORMATION CONCERNING THE PREPARATION OF PRICE PROPOSALS. OFFERORS PROPOSING ON THE FULL AND OPEN COMPETITION PORTION OF THIS SOLICITATION MUST DIVIDE THE ESTIMATED QUANTITIES AND OTHER DIRECT COSTS BY ONE HALF.

The following fixed rates shall apply for payment purposes for the duration of the contract:

BASE PERIOD

Personnel CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Hourly Rate	Total
-----	-----	-----	-----	-----	-----
0001A	1-05-01	Response Manager	28,500	_____	_____
		- Straight Time			
0001B	1-05-01	Response Manager	4,800	_____	_____
		- Over Time			
0002A	1-10-01	Foreman	37,500	_____	_____
		- Straight Time			
0002B	1-10-01	Foreman	7,952	_____	_____
		- Over Time			
0003A	2-05-01	Equipment Operator	12,600	_____	_____
		- Straight Time			
0003B	2-05-01	Equipment Operator	3,600	_____	_____
		- Over Time			
0004A	2-10-01	Field Clerk/Typist	35,400	_____	_____
		- Straight Time			
0004B	2-10-01	Field Clerk/Typist	7,800	_____	_____
		- Over Time			
0005A	2-03-01	Cleanup Technician	100,800	_____	_____
		- Straight Time			
0005B	2-03-01	Cleanup Technician	19,200	_____	_____
		- Over Time			
0006A	2-20-01	Truck Driver	450	_____	_____
		- Straight Time			
0006B	2-20-01	Truck Driver	30	_____	_____
		- Over Time			
0007A	3-07-01	Chemical Technician	7,200	_____	_____
		- Straight Time			
0007B	3-07-01	Chemical Technician	1,500	_____	_____

		- Over Time			
0008A	4-05-01	Chemist/Organic	4,680	_____	_____
		- Straight Time			
0008B	4-05-01	Chemist/Organic	960	_____	_____
		- Over Time			
0009A	4-10-01	Engineer/Chemical	2,700	_____	_____
		- Straight Time			
0009B	4-10-01	Engineer/Chemical	300	_____	_____
		- Over Time			
0010A	4-15-01	Engineer/Civil	1,800	_____	_____
		- Straight Time			
0010B	4-15-01	Engineer/Civil	30	_____	_____
		- Over Time			
0011A	4-30-01	Industrial Hygenist/Safety	6,600	_____	_____
		- Straight Time			
0011B	4-30-01	Industrial Hygenist/Safety	1,350	_____	_____
		- Over Time			
0012A	5-10-01	Program Manager	4,160	_____	_____
		- Straight Time			
0013A	5-20-01	T&D Coordinator	14,100	_____	_____
		- Straight Time			
0013B	5-20-01	T&D Coordinator	1,400	_____	_____
		- Over Time			

Equipment CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Daily Rate	Total
-----	-----	-----	-----	-----	-----
0014	1-09-10	Truck-Car-Passenger	9,960	_____	_____
0015	1-36-10	Truck-Pickup-2WD	3,804	_____	_____
0016	1-36-20	Truck-Pickup-4WD	256	_____	_____
0017	1-45-20	Truck-Stakebed-2 Ton	76	_____	_____
0018	1-54-30	Truck-Van-Passenger	2,010	_____	_____
0019	2-10-10	Trailer-Cargo-8 Foot	120	_____	_____
0020	2-20-40	Trailer-Decon-with showers	570	_____	_____
0021	2-45-10	Trailer-Lowboy-9 Ton	450	_____	_____
0022	2-45-20	Trailer-Lowboy-20 Ton	450	_____	_____
0023	2-50-A1	Trailer-Mobile Laboratory	90	_____	_____
0024	2-55-30	Trailer-Office-10' x 40'	9,900	_____	_____
0025	2-60-10	Trailer-Emergency-Response	210	_____	_____
0026	3-01-10	Backhoe	286	_____	_____
0027	3-30-35	Excavator-Medium	340	_____	_____
0028	3-30-55	Excavator-Large	210	_____	_____
0029	3-35-A2	Forklift-Rough Terrain	118	_____	_____
0030	3-35-10	Forklift-Small	222	_____	_____
0031	3-35-12	Forklift - Large	1,216	_____	_____
0032	3-45-31	Drum Grapppler-Hydraulic 360	600	_____	_____
0033	3-55-10	Loader/Track-1 cu.yd.	156	_____	_____
0034	3-55-40	Loader/Track- 2 cu.yd.	328	_____	_____
0035	3-55-60	Loader/Track- 3 cu.yd.	286	_____	_____
0036	3-60-30	Loader/Wheel- 2 cu.yd.	222	_____	_____
0037	3-95-10	Uniloder w/bucket-.5 cu.yd.	138	_____	_____
0038	3-95-45	Uniloder w/backhoe attachment- .5 cu. yd.	90	_____	_____

0039	5-01-A1	Safety/Monitor - Sulfide Monitor	106	_____	_____
0040	5-01-12	Safety/Meter - Explosion/Oxygen	54	_____	_____
0041	5-01-20	Safety/Meter - Hnu (PID)	484	_____	_____
0042	5-01-25	Safety/Meter/monitor - OVA (FID)	120	_____	_____
0043	5-01-45	Safety/Meter/monitor - cyanide	76	_____	_____
0044	5-15-10	Radio-Hand Held	6,502	_____	_____
0045	7-21-10	Compressor/Air - 185 CFM	346	_____	_____
0046	7-23-20	Computer-Portable PC	5,670	_____	_____
0047	7-23-40	Computer-Printer	148	_____	_____
0048	7-31-10	Copier	3,718	_____	_____
0049	7-38-A1	Drum Tipper	150	_____	_____
0050	7-45-10	Facsimile Machine	3,756	_____	_____
0051	7-51-05	Generator - 5 KW	614	_____	_____
0052	7-51-A1	Generator - 10 KW	300	_____	_____
0053	7-53-10	Heating Unit	152	_____	_____
0054	7-90-20	Steam Jenny	192	_____	_____
0055	7-93-10	Telephone - Cellular Mobile	90	_____	_____
0056	7-96-08	Water Laser-Med Pressure (2500-5000 psi)	120	_____	_____
0057	8-18-20	Pump-Double Diaphragm-2 in.	138	_____	_____
0058	8-18-30	Pump-Double Diaphragm-3 in.	82	_____	_____
0059	8-51-A1	Pump-Submersible-1.5 in.	88	_____	_____
0060	8-51-10	Pump-Submersible-2 in.	184	_____	_____
0061	8-54-15	Pump-Trash-3 in.	100	_____	_____
0062	Other Direct Costs		NOT TO EXCEED		18,600,000.00
0063	Material Handling Charge		18,600,000	_____ %	_____

BASE PERIOD TOTAL

OPTION PERIOD I

Personnel CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Hourly Rate	Total
-----	-----	-----	-----	-----	-----
0001A	1-05-01	Response Manager	28,500	_____	_____
		- Straight Time			
0001B	1-05-01	Response Manager	4,800	_____	_____
		- Over Time			
0002A	1-10-01	Foreman	37,500	_____	_____
		- Straight Time			
0002B	1-10-01	Foreman	7,952	_____	_____
		- Over Time			
0003A	2-05-01	Equipment Operator	12,600	_____	_____
		- Straight Time			
0003B	2-05-01	Equipment Operator	3,600	_____	_____
		- Over Time			
0004A	2-10-01	Field Clerk/Typist	35,400	_____	_____
		- Straight Time			
0004B	2-10-01	Field Clerk/Typist	7,800	_____	_____
		- Over Time			

0005A	2-03-01	Cleanup Technician	100,800	_____	_____
		- Straight Time			
0005B	2-03-01	Cleanup Technician	19,200	_____	_____
		- Over Time			
0006A	2-20-01	Truck Driver	450	_____	_____
		- Straight Time			
0006B	2-20-01	Truck Driver	30	_____	_____
		- Over Time			
0007A	3-07-01	Chemical Technician	7,200	_____	_____
		- Straight Time			
0007B	3-07-01	Chemical Technician	1,500	_____	_____
		- Over Time			
0008A	4-05-01	Chemist/Organic	4,680	_____	_____
		- Straight Time			
0008B	4-05-01	Chemist/Organic	960	_____	_____
		- Over Time			
0009A	4-10-01	Engineer/Chemical	2,700	_____	_____
		- Straight Time			
0009B	4-10-01	Engineer/Chemical	300	_____	_____
		- Over Time			
0010A	4-15-01	Engineer/Civil	1,800	_____	_____
		- Straight Time			
0010B	4-15-01	Engineer/Civil	30	_____	_____
		- Over Time			
0011A	4-30-01	Industrial Hygenist/Safety	6,600	_____	_____
		- Straight Time			
0011B	4-30-01	Industrial Hygenist/Safety	1,350	_____	_____
		- Over Time			
0012A	5-10-01	Program Manager	4,160	_____	_____
		- Straight Time			
0013A	5-20-01	T&D Coordinator	14,100	_____	_____
		- Straight Time			
0013B	5-20-01	T&D Coordinator	1,400	_____	_____
		- Over Time			

Equipment CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Daily Rate	Total
-----	-----	-----	-----	-----	-----
0014	1-09-10	Truck-Car-Passenger	9,960	_____	_____
0015	1-36-10	Truck-Pickup-2WD	3,804	_____	_____
0016	1-36-20	Truck-Pickup-4WD	256	_____	_____
0017	1-45-20	Truck-Stakebed-2 Ton	76	_____	_____
0018	1-54-30	Truck-Van-Passenger	2,010	_____	_____
0019	2-10-10	Trailer-Cargo-8 Foot	120	_____	_____
0020	2-20-40	Trailer-Decon-with showers	570	_____	_____
0021	2-45-10	Trailer-Lowboy-9 Ton	450	_____	_____
0022	2-45-20	Trailer-Lowboy-20 Ton	450	_____	_____
0023	2-50-A1	Trailer-Mobile Laboratory	90	_____	_____
0024	2-55-30	Trailer-Office-10' x 40'	9,900	_____	_____
0025	2-60-10	Trailer-Emergency-Response	210	_____	_____
0026	3-01-10	Backhoe	286	_____	_____
0027	3-30-35	Excavator-Medium	340	_____	_____
0028	3-30-55	Excavator-Large	210	_____	_____

0029	3-35-A2	Forklift-Rough Terrain	118		
0030	3-35-10	Forklift-Small	222		
0031	3-35-12	Forklift - Large	1,216		
0032	3-45-31	Drum Grapppler-Hydraulic 360	600		
0033	3-55-10	Loader/Track-1 cu.yd.	156		
0034	3-55-40	Loader/Track- 2 cu.yd.	328		
0035	3-55-60	Loader/Track- 3 cu.yd.	286		
0036	3-60-30	Loader/Wheel- 2 cu.yd.	222		
0037	3-95-10	Uniloader w/bucket-.5 cu.yd.	138		
0038	3-95-45	Uniloader w/backhoe attachment- .5 cu. yd.	90		
0039	5-01-A1	Safety/Monitor - Sulfide Monitor	106		
0040	5-01-12	Safety/Meter - Explosion/Oxygen	54		
0041	5-01-20	Safety/Meter - Hnu (PID)	484		
0042	5-01-25	Safety/Meter/monitor - OVA (FID)	120		
0043	5-01-45	Safety/Meter/monitor - cyanide	76		
0044	5-15-10	Radio-Hand Held	6,502		
0045	7-21-10	Compressor/Air - 185 CFM	346		
0046	7-23-20	Computer-Portable PC	5,670		
0047	7-23-40	Computer-Printer	148		
0048	7-31-10	Copier	3,718		
0049	7-38-A1	Drum Tipper	150		
0050	7-45-10	Facsimile Machine	3,756		
0051	7-51-05	Generator - 5 KW	614		
0052	7-51-A1	Generator - 10 KW	300		
0053	7-53-10	Heating Unit	152		
0054	7-90-20	Steam Jenny	192		
0055	7-93-10	Telephone - Cellular Mobile	90		
0056	7-96-08	Water Laser-Med Pressure (2500-5000 psi)	120		
0057	8-18-20	Pump-Double Diaphragm-2 in.	138		
0058	8-18-30	Pump-Double Diaphragm-3 in.	82		
0059	8-51-A1	Pump-Submersible-1.5 in.	88		
0060	8-51-10	Pump-Submersible-2 in.	184		
0061	8-54-15	Pump-Trash-3 in.	100		
0062		Other Direct Costs	NOT TO EXCEED		19,000,000.00
0063		Material Handling Charge	19,000,000	%	

OPTION PERIOD I TOTAL

OPTION PERIOD 2

Personnel CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Hourly Rate	Total
0001A	1-05-01	Response Manager - Straight Time	28,500		
0001B	1-05-01	Response Manager - Over Time	4,800		
0002A	1-10-01	Foreman - Straight Time	37,500		
0002B	1-10-01	Foreman	7,952		

		- Over Time			
0003A	2-05-01	Equipment Operator	12,600	_____	_____
		- Straight Time			
0003B	2-05-01	Equipment Operator	3,600	_____	_____
		- Over Time			
0004A	2-10-01	Field Clerk/Typist	35,400	_____	_____
		- Straight Time			
0004B	2-10-01	Field Clerk/Typist	7,800	_____	_____
		- Over Time			
0005A	2-03-01	Cleanup Technician	100,800	_____	_____
		- Straight Time			
0005B	2-03-01	Cleanup Technician	19,200	_____	_____
		- Over Time			
0006A	2-20-01	Truck Driver	450	_____	_____
		- Straight Time			
0006B	2-20-01	Truck Driver	30	_____	_____
		- Over Time			
0007A	3-07-01	Chemical Technician	7,200	_____	_____
		- Straight Time			
0007B	3-07-01	Chemical Technician	1,500	_____	_____
		- Over Time			
0008A	4-05-01	Chemist/Organic	4,680	_____	_____
		- Straight Time			
0008B	4-05-01	Chemist/Organic	960	_____	_____
		- Over Time			
0009A	4-10-01	Engineer/Chemical	2,700	_____	_____
		- Straight Time			
0009B	4-10-01	Engineer/Chemical	300	_____	_____
		- Over Time			
0010A	4-15-01	Engineer/Civil	1,800	_____	_____
		- Straight Time			
0010B	4-15-01	Engineer/Civil	30	_____	_____
		- Over Time			
0011A	4-30-01	Industrial Hygenist/Safety	6,600	_____	_____
		- Straight Time			
0011B	4-30-01	Industrial Hygenist/Safety	1,350	_____	_____
		- Over Time			
0012A	5-10-01	Program Manager	4,160	_____	_____
		- Straight Time			
0013A	5-20-01	T&D Coordinator	14,100	_____	_____
		- Straight Time			
0013B	5-20-01	T&D Coordinator	1,400	_____	_____
		- Over Time			

Equipment CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Daily Rate	Total
-----	-----	-----	-----	-----	-----
0014	1-09-10	Truck-Car-Passenger	9,960	_____	_____
0015	1-36-10	Truck-Pickup-2WD	3,804	_____	_____
0016	1-36-20	Truck-Pickup-4WD	256	_____	_____
0017	1-45-20	Truck-Stakebed-2 Ton	76	_____	_____
0018	1-54-30	Truck-Van-Passenger	2,010	_____	_____
0019	2-10-10	Trailer-Cargo-8 Foot	120	_____	_____

0020	2-20-40	Trailer-Decon-with showers	570		
0021	2-45-10	Trailer-Lowboy-9 Ton	450		
0022	2-45-20	Trailer-Lowboy-20 Ton	450		
0023	2-50-A1	Trailer-Mobile Laboratory	90		
0024	2-55-30	Trailer-Office-10' x 40'	9,900		
0025	2-60-10	Trailer-Emergency-Response	210		
0026	3-01-10	Backhoe	286		
0027	3-30-35	Excavator-Medium	340		
0028	3-30-55	Excavator-Large	210		
0029	3-35-A2	Forklift-Rough Terrain	118		
0030	3-35-10	Forklift-Small	222		
0031	3-35-12	Forklift - Large	1,216		
0032	3-45-31	Drum Grappler-Hydraulic 360	600		
0033	3-55-10	Loader/Track-1 cu.yd.	156		
0034	3-55-40	Loader/Track- 2 cu.yd.	328		
0035	3-55-60	Loader/Track- 3 cu.yd.	286		
0036	3-60-30	Loader/Wheel- 2 cu.yd.	222		
0037	3-95-10	Uniload w/bucket-.5 cu.yd.	138		
0038	3-95-45	Uniload w/backhoe attachment- .5 cu. yd.	90		
0039	5-01-A1	Safety/Monitor - Sulfide Monitor	106		
0040	5-01-12	Safety/Meter - Explosion/Oxygen	54		
0041	5-01-20	Safety/Meter - Hnu (PID)	484		
0042	5-01-25	Safety/Meter/monitor - OVA (FID)	120		
0043	5-01-45	Safety/Meter/monitor - cyanide	76		
0044	5-15-10	Radio-Hand Held	6,502		
0045	7-21-10	Compressor/Air - 185 CFM	346		
0046	7-23-20	Computer-Portable PC	5,670		
0047	7-23-40	Computer-Printer	148		
0048	7-31-10	Copier	3,718		
0049	7-38-A1	Drum Tipper	150		
0050	7-45-10	Facsimile Machine	3,756		
0051	7-51-05	Generator - 5 KW	614		
0052	7-51-A1	Generator - 10 KW	300		
0053	7-53-10	Heating Unit	152		
0054	7-90-20	Steam Jenny	192		
0055	7-93-10	Telephone - Cellular Mobile	90		
0056	7-96-08	Water Laser-Med Pressure (2500-5000 psi)	120		
0057	8-18-20	Pump-Double Diaphragm-2 in.	138		
0058	8-18-30	Pump-Double Diaphragm-3 in.	82		
0059	8-51-A1	Pump-Submersible-1.5 in.	88		
0060	8-51-10	Pump-Submersible-2 in.	184		
0061	8-54-15	Pump-Trash-3 in.	100		
0062		Other Direct Costs	NOT TO EXCEED		19,600,000.00
0063		Material Handling Charge	19,600,000	%	

OPTION PERIOD 2 TOTAL

OPTION PERIOD 3

Personnel	RCMS		Estimated	Fixed	
CLIN	#	Item Description	Quantity	Hourly	Total
				Rate	

-----	-----	-----	-----	-----	-----
0001A	1-05-01	Response Manager	28,500	_____	_____
		- Straight Time			
0001B	1-05-01	Response Manager	4,800	_____	_____
		- Over Time			
0002A	1-10-01	Foreman	37,500	_____	_____
		- Straight Time			
0002B	1-10-01	Foreman	7,952	_____	_____
		- Over Time			
0003A	2-05-01	Equipment Operator	12,600	_____	_____
		- Straight Time			
0003B	2-05-01	Equipment Operator	3,600	_____	_____
		- Over Time			
0004A	2-10-01	Field Clerk/Typist	35,400	_____	_____
		- Straight Time			
0004B	2-10-01	Field Clerk/Typist	7,800	_____	_____
		- Over Time			
0005A	2-03-01	Cleanup Technician	100,800	_____	_____
		- Straight Time			
0005B	2-03-01	Cleanup Technician	19,200	_____	_____
		- Over Time			
0006A	2-20-01	Truck Driver	450	_____	_____
		- Straight Time			
0006B	2-20-01	Truck Driver	30	_____	_____
		- Over Time			
0007A	3-07-01	Chemical Technician	7,200	_____	_____
		- Straight Time			
0007B	3-07-01	Chemical Technician	1,500	_____	_____
		- Over Time			
0008A	4-05-01	Chemist/Organic	4,680	_____	_____
		- Straight Time			
0008B	4-05-01	Chemist/Organic	960	_____	_____
		- Over Time			
0009A	4-10-01	Engineer/Chemical	2,700	_____	_____
		- Straight Time			
0009B	4-10-01	Engineer/Chemical	300	_____	_____
		- Over Time			
0010A	4-15-01	Engineer/Civil	1,800	_____	_____
		- Straight Time			
0010B	4-15-01	Engineer/Civil	30	_____	_____
		- Over Time			
0011A	4-30-01	Industrial Hygenist/Safety	6,600	_____	_____
		- Straight Time			
0011B	4-30-01	Industrial Hygenist/Safety	1,350	_____	_____
		- Over Time			
0012A	5-10-01	Program Manager	4,160	_____	_____
		- Straight Time			
0013A	5-20-01	T&D Coordinator	14,100	_____	_____
		- Straight Time			
0013B	5-20-01	T&D Coordinator	1,400	_____	_____
		- Over Time			

Fixed

Equipment CLIN	RCMS #	Item Description	Estimated Quantity	Daily Rate	Total
0014	1-09-10	Truck-Car-Passenger	9,960		
0015	1-36-10	Truck-Pickup-2WD	3,804		
0016	1-36-20	Truck-Pickup-4WD	256		
0017	1-45-20	Truck-Stakebed-2 Ton	76		
0018	1-54-30	Truck-Van-Passenger	2,010		
0019	2-10-10	Trailer-Cargo-8 Foot	120		
0020	2-20-40	Trailer-Decon-with showers	570		
0021	2-45-10	Trailer-Lowboy-9 Ton	450		
0022	2-45-20	Trailer-Lowboy-20 Ton	450		
0023	2-50-A1	Trailer-Mobile Laboratory	90		
0024	2-55-30	Trailer-Office-10' x 40'	9,900		
0025	2-60-10	Trailer-Emergency-Response	210		
0026	3-01-10	Backhoe	286		
0027	3-30-35	Excavator-Medium	340		
0028	3-30-55	Excavator-Large	210		
0029	3-35-A2	Forklift-Rough Terrain	118		
0030	3-35-10	Forklift-Small	222		
0031	3-35-12	Forklift - Large	1,216		
0032	3-45-31	Drum Grappler-Hydraulic 360	600		
0033	3-55-10	Loader/Track-1 cu.yd.	156		
0034	3-55-40	Loader/Track- 2 cu.yd.	328		
0035	3-55-60	Loader/Track- 3 cu.yd.	286		
0036	3-60-30	Loader/Wheel- 2 cu.yd.	222		
0037	3-95-10	Uniload w/bucket-.5 cu.yd.	138		
0038	3-95-45	Uniload w/backhoe attachment- .5 cu. yd.	90		
0039	5-01-A1	Safety/Monitor - Sulfide Monitor	106		
0040	5-01-12	Safety/Meter - Explosion/Oxygen	54		
0041	5-01-20	Safety/Meter - Hnu (PID)	484		
0042	5-01-25	Safety/Meter/monitor - OVA (FID)	120		
0043	5-01-45	Safety/Meter/monitor - cyanide	76		
0044	5-15-10	Radio-Hand Held	6,502		
0045	7-21-10	Compressor/Air - 185 CFM	346		
0046	7-23-20	Computer-Portable PC	5,670		
0047	7-23-40	Computer-Printer	148		
0048	7-31-10	Copier	3,718		
0049	7-38-A1	Drum Tipper	150		
0050	7-45-10	Facsimile Machine	3,756		
0051	7-51-05	Generator - 5 KW	614		
0052	7-51-A1	Generator - 10 KW	300		
0053	7-53-10	Heating Unit	152		
0054	7-90-20	Steam Jenny	192		
0055	7-93-10	Telephone - Cellular Mobile	90		
0056	7-96-08	Water Laser-Med Pressure (2500-5000 psi)	120		
0057	8-18-20	Pump-Double Diaphragm-2 in.	138		
0058	8-18-30	Pump-Double Diaphragm-3 in.	82		
0059	8-51-A1	Pump-Submersible-1.5 in.	88		
0060	8-51-10	Pump-Submersible-2 in.	184		
0061	8-54-15	Pump-Trash-3 in.	100		
0062	Other Direct Costs		NOT TO EXCEED		20,200,000.00

0063 Material Handling Charge 20,200,000 _____ % _____

OPTION PERIOD 3 TOTAL _____

OPTION PERIOD 4

Personnel CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Hourly Rate	Total
-----	-----	-----	-----	-----	-----
0001A	1-05-01	Response Manager	28,500	_____	_____
		- Straight Time			
0001B	1-05-01	Response Manager	4,800	_____	_____
		- Over Time			
0002A	1-10-01	Foreman	37,500	_____	_____
		- Straight Time			
0002B	1-10-01	Foreman	7,952	_____	_____
		- Over Time			
0003A	2-05-01	Equipment Operator	12,600	_____	_____
		- Straight Time			
0003B	2-05-01	Equipment Operator	3,600	_____	_____
		- Over Time			
0004A	2-10-01	Field Clerk/Typist	35,400	_____	_____
		- Straight Time			
0004B	2-10-01	Field Clerk/Typist	7,800	_____	_____
		- Over Time			
0005A	2-03-01	Cleanup Technician	100,800	_____	_____
		- Straight Time			
0005B	2-03-01	Cleanup Technician	19,200	_____	_____
		- Over Time			
0006A	2-20-01	Truck Driver	450	_____	_____
		- Straight Time			
0006B	2-20-01	Truck Driver	30	_____	_____
		- Over Time			
0007A	3-07-01	Chemical Technician	7,200	_____	_____
		- Straight Time			
0007B	3-07-01	Chemical Technician	1,500	_____	_____
		- Over Time			
0008A	4-05-01	Chemist/Organic	4,680	_____	_____
		- Straight Time			
0008B	4-05-01	Chemist/Organic	960	_____	_____
		- Over Time			
0009A	4-10-01	Engineer/Chemical	2,700	_____	_____
		- Straight Time			
0009B	4-10-01	Engineer/Chemical	300	_____	_____
		- Over Time			
0010A	4-15-01	Engineer/Civil	1,800	_____	_____
		- Straight Time			
0010B	4-15-01	Engineer/Civil	30	_____	_____
		- Over Time			
0011A	4-30-01	Industrial Hygenist/Safety	6,600	_____	_____
		- Straight Time			
0011B	4-30-01	Industrial Hygenist/Safety	1,350	_____	_____

		- Over Time			
0012A	5-10-01	Program Manager	4,160	_____	_____
		- Straight Time			
0013A	5-20-01	T&D Coordinator	14,100	_____	_____
		- Straight Time			
0013B	5-20-01	T&D Coordinator	1,400	_____	_____
		- Over Time			

Equipment CLIN	RCMS #	Item Description	Estimated Quantity	Fixed Daily Rate	Total
0014	1-09-10	Truck-Car-Passenger	9,960	_____	_____
0015	1-36-10	Truck-Pickup-2WD	3,804	_____	_____
0016	1-36-20	Truck-Pickup-4WD	256	_____	_____
0017	1-45-20	Truck-Stakebed-2 Ton	76	_____	_____
0018	1-54-30	Truck-Van-Passenger	2,010	_____	_____
0019	2-10-10	Trailer-Cargo-8 Foot	120	_____	_____
0020	2-20-40	Trailer-Decon-with showers	570	_____	_____
0021	2-45-10	Trailer-Lowboy-9 Ton	450	_____	_____
0022	2-45-20	Trailer-Lowboy-20 Ton	450	_____	_____
0023	2-50-A1	Trailer-Mobile Laboratory	90	_____	_____
0024	2-55-30	Trailer-Office-10' x 40'	9,900	_____	_____
0025	2-60-10	Trailer-Emergency-Response	210	_____	_____
0026	3-01-10	Backhoe	286	_____	_____
0027	3-30-35	Excavator-Medium	340	_____	_____
0028	3-30-55	Excavator-Large	210	_____	_____
0029	3-35-A2	Forklift-Rough Terrain	118	_____	_____
0030	3-35-10	Forklift-Small	222	_____	_____
0031	3-35-12	Forklift - Large	1,216	_____	_____
0032	3-45-31	Drum Grappler-Hydraulic 360	600	_____	_____
0033	3-55-10	Loader/Track-1 cu.yd.	156	_____	_____
0034	3-55-40	Loader/Track- 2 cu.yd.	328	_____	_____
0035	3-55-60	Loader/Track- 3 cu.yd.	286	_____	_____
0036	3-60-30	Loader/Wheel- 2 cu.yd.	222	_____	_____
0037	3-95-10	Uniloaders w/bucket-.5 cu.yd.	138	_____	_____
0038	3-95-45	Uniloaders w/backhoe attachment- .5 cu. yd.	90	_____	_____
0039	5-01-A1	Safety/Monitor - Sulfide Monitor	106	_____	_____
0040	5-01-12	Safety/Meter - Explosion/Oxygen	54	_____	_____
0041	5-01-20	Safety/Meter - Hnu (PID)	484	_____	_____
0042	5-01-25	Safety/Meter/monitor - OVA (FID)	120	_____	_____
0043	5-01-45	Safety/Meter/monitor - cyanide	76	_____	_____
0044	5-15-10	Radio-Hand Held	6,502	_____	_____
0045	7-21-10	Compressor/Air - 185 CFM	346	_____	_____
0046	7-23-20	Computer-Portable PC	5,670	_____	_____
0047	7-23-40	Computer-Printer	148	_____	_____
0048	7-31-10	Copier	3,718	_____	_____
0049	7-38-A1	Drum Tipper	150	_____	_____
0050	7-45-10	Facsimile Machine	3,756	_____	_____
0051	7-51-05	Generator - 5 KW	614	_____	_____
0052	7-51-A1	Generator - 10 KW	300	_____	_____
0053	7-53-10	Heating Unit	152	_____	_____
0054	7-90-20	Steam Jenny	192	_____	_____

0055	7-93-10	Telephone - Cellular Mobile	90	_____	_____
0056	7-96-08	Water Laser-Med Pressure (2500-5000 psi)	120	_____	_____
0057	8-18-20	Pump-Double Diaphragm-2 in.	138	_____	_____
0058	8-18-30	Pump-Double Diaphragm-3 in.	82	_____	_____
0059	8-51-A1	Pump-Submersible-1.5 in.	88	_____	_____
0060	8-51-10	Pump-Submersible-2 in.	184	_____	_____
0061	8-54-15	Pump-Trash-3 in.	100	_____	_____
0062	Other Direct Costs		NOT TO EXCEED		20,800,000.00
0063	Material Handling Charge		20,800,000	_____ %	_____

OPTION PERIOD 4 TOTAL

The rate, or rates, set forth above cover all expenses, including report preparation, clerical support, salaries, profit and all indirect costs such as, overhead and general and administrative expenses.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual delivery orders and accepted by the Project Officer. If work under a delivery order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under that delivery order at the rate in effect for the period in which the work is performed. If work under a delivery order extends past the last period of the contract, the last period's rates shall remain in effect for the duration of the delivery order.

Personnel time vouchered shall be only that time expended in a productive effort as specifically ordered by individual delivery orders. Time spent in travel shall not be an allowable direct charge to this contract at any time including mobilization and demobilization to and from the site. Therefore, the contractor shall not bill the government at the fixed rates shown above for time spent in travel. Travel expenses (i.e., transportation costs, per diem, etc.,) are allowable in accordance with clause B.4(C).

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all delivery orders.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders shall not exceed \$.

B.3 ESTABLISHING FIXED RATES FOR ADDITIONAL ITEMS OF LABOR AND EQUIPMENT

From time to time, the need may arise to add additional items to clause B.1, FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT with fixed rates mutually agreed to between the Contracting Officer and the Contractor. If the contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the contractors own resources (i.e. - their employees or

owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, reimbursement shall be subject to the following conditions:

(1) Provisional rates for labor and equipment may be negotiated by the On-Scene Coordinator (OSC), with the subsequent approval of the Contracting Officer. These rates shall include direct costs, indirect costs, and profit. In emergency situations, provisional rates may be conditionally accepted for a specific delivery order by the OSC, provided that written documentation is forwarded to the Contracting Officer within five (5) calendar days for written Contracting Officer approval. Documentation shall include cost or pricing data supporting the proposed rate(s). For equipment, documentation shall include but is not limited to, the Contractors company-wide equipment usage log and/or a minimum of three quotes/bids as deemed acceptable by the Contracting Officer. The Contractor will receive final approval of such provisionally approved rates ONLY if the Contractor forwards the written documentation as required above. Such provisional rates may be negotiated either on a site by site basis, or on a contract wide basis. Contract wide rates must be negotiated with the Contracting Officer.

(2) If a labor category or equipment item is utilized on a delivery order prior to a fixed rate being negotiated with the Contracting Officer, a provisional rate applicable to only that delivery order or the contract may be assigned and invoiced by the Contractor upon approval by the Contracting Officer. Charges for the item shall be at the applicable provisional rate(s). If a fixed rate is then negotiated and that rate is different than the provisional rate, the Contractor shall make an appropriate adjustment on the next invoice for the Delivery Order.

(3) Finalizing provisional rates as fixed rates for incorporation into clause B.1 of the contract is subject to the Contracting Officer's approval. The incorporation of additional fixed rates shall not affect the contract ceiling.

B.4 ADJUSTMENT TO FIXED LABOR RATES--DAVIS BACON ACT

Upon receipt of a delivery order which stipulates that some portion of the work will require the contractor to provide construction labor covered by a General Wage Determination issued under the Davis-Bacon Act (DBA), the contractor shall complete the DBA Worksheet (Attachment No. 1) for each type of construction labor expected to be utilized.

The work sheets shall be submitted to the On-Scene Coordinator (OSC) for concurrence before proceeding with the construction work, except in emergency situations. In emergency situations, the work sheets shall be submitted to the OSC not later than two work days after receipt of the delivery order.

As described in FAR 52.222-8 PAYROLLS AND BASIC RECORDS, paragraph (b)(1), the contractor shall submit to the Contracting Officer, a copy of all payrolls for each week in which any contract work is performed. A copy of the applicable worksheets shall be attached to the payroll copies.

The following procedures will be used:

1. The contractor will ascertain the applicable DBA General Wage Determination based upon the location of the site.

2. The contractor will select DBA labor categories that most closely fit the work to be performed.

3. The contractor shall complete a DBA Worksheet for each labor category and submit them to the OSC for concurrence as to the DBA labor categories selected and the accuracy of the calculations.

4. The OSC will respond within two workdays. If the calculations result in an adjusted fixed labor rate for the delivery order, it shall be entered into the Removal Cost Management System (RCMS).

5. Disagreements between the contractor and the OSC concerning an adjusted fixed labor rate will be forwarded to the Contracting Officer, in writing, for resolution.

6. The adjusted fixed labor rate will only be used on the severable portion of the work defined as construction. The delivery order will be modified by the Contracting Officer to show the adjustment in the hourly rate for each labor category and the contractor shall invoice for the adjustment in accordance with the delivery order.

7. In those instances where an employee is currently paid a wage rate plus fringe benefit that is equal to or exceeds the DBA requirements, there will be no adjustment. However, if any employee is currently being paid a wage rate plus fringe benefit that is less than the DBA requirement, the contractor is responsible for compensating the employee to at least the DBA required amount.

B.5 FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS

A. LABOR

(1) The fixed rates for labor and equipment specified in clause B.1 are inclusive of all expenses including, personnel time spent in travel, report preparation, clerical support, salaries, overhead, general and administrative expenses and profit. The "Fixed Hourly Rates" shall be charged for the first 40 hours worked by an employee during any 7-day calendar week.

Overtime rates shall apply for work in excess of 40 hours per any 7 day calendar week except for exempt (salaried) employees. Notwithstanding clause G.4, PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APRIL 84); all overtime work must be approved in advance by the Contracting Officer or the On-Scene coordinator.

(2) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.

(3) When an individual employee's normally assigned category of labor is different than the function he is performing during any period of work at a

specific site, the rate charged for that employee shall be based on the function that the employee is performing, (i.e., a Chemist who is performing the duties of a Cleanup Technician shall be charged at the fixed rate for a Cleanup Technician during the period of time he or she is performing these duties). The employee must meet the qualifications set forth under this contract for the labor category being performed.

(4) In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the contractor or the control of the Government, EPA will not reimburse the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site.

(5) Time in travel is not an allowable direct charge at any time to this contract including mobilization and demobilization to and from the site.

B. HOLIDAY TIME

The Government recognizes the following listed holidays only:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving day
Memorial Day	Christmas Day
Independence Day	

Notwithstanding the provisions of clause G.4, PAYMENTS--FIXED-RATES SERVICES CONTRACT, all holiday work must be approved in advance by the Contracting Officer or the OSC. The contractor may invoice the Government at the straight time rate if he pays his employees on a straight time basis for work conducted on any of the holidays listed above. If the contractor pays his employees overtime, he may invoice the Government at the overtime rates.

C. TRAVEL

(1) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation sub part 31.205-46, TRAVEL COSTS. Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in the performance of this contract. Travel expenses may be allowable for each employee required on-site if the work site is in excess of a fifty (50) mile radius from the individual's place of employment or residence and time-in-travel status exceeds 10 hours per day. In the performance of necessary travel allocable to a particular delivery order, the Contractor shall use the least expensive means available to the extent consistent with the emergency nature of the required response times of each removal action. Reimbursement of travel expenses by EPA will be consistent with the Federal Travel Regulations (FTR), applicable cost principles and subject to the following:

Costs incurred for lodging, meals, and incidental expenses shall be considered

to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.

NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within that total "daily" amounts, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100 - consisting of \$75 for lodging and \$25 for meals and incidental expenses (M&IE) - the allowable costs for lodging shall not exceed \$75 and the allowable costs for M&IE shall not exceed \$25. Documentation to support actual costs incurred shall be in accordance with the contractor's established practices; however, notwithstanding the contractor's policy, a receipt is required for an expenditure in excess of \$75.00. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. Consistency shall be maintained between the 1900-55s and invoicing procedures for audit verification purposes. The Contractor shall document employee receipt of these allowances.

(2) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bonafide employees travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall cost. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

D. EQUIPMENT

Equipment rates constitute rental charges to the Government for use of items of equipment and include all shipping and transportation charges to and from the site. The fixed daily rates listed in clause B.1 are allowable charges for each calendar day or part thereof, that a piece of equipment is assigned to the contract and at the site. Such rates include all costs associated with the equipment including transporting the equipment to and from the site but exclusive of operators and fuel, unless otherwise specified. All equipment must be provided in good working order. Routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, no charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on- or off-site.

The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, repairs and time lost awaiting shipment for the convenience of the contractor. The contractor shall pro-rate

the daily charge so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be pre-approved by the OSC. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site at no additional cost to the Government.

When the contractor elects to remove an item of equipment from the site during the period of the delivery order, such removal shall be permitted, subject to the consent of the OSC, provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

If after the OSC informs the contractor that equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment at the site, the equipment shall not be charged to the contract.

The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall pro-rate the daily rate based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal action sites are defined as sites within a 100 mile radius of the original site.

E. OTHER DIRECT COSTS

(1) All other charges determined to be payable under a delivery order on this contract will be treated in accordance with the clause entitled PAYMENTS-FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73)(APR 84).

(2) The contractor agrees that except for shipping costs to and from the site, the following items **WILL NOT** be allowable direct costs to the contract:

- Cascade Systems
- Additional SCBA Bottles
- Additional SCBA Tanks
- Full Face Respirators
- Half Face Respirators
- Hard Hats
- Oil, Grease, etc. (necessary for operation of equipment)
- Mileage Surcharge
- Hand Tools (including non-sparking)
- Drum/Barrel Punch (small for sampling)
- Drum Barrel Punch (large for emptying drums or barrels)
- Welding Stand
- Sampling Tools (i.e. stainless steel pails, pans, and trowel) Portable Eye Wash
- Cutting Torch
- Chain Saw
- Laundry Soap, Bath Soap, and Shampoo.
- Maintenance Vehicle/Truck

Barrel Cart
Metal Detector
pH Meter
pH Paper
Trash Bags
Egress Systems
Ladders

Personal Protective Items as follows:

Coveralls
Chemical Resistant Steel Toe and Shank Boots
Long cotton underwear
Fully encapsulating chemical resistant suit
Escape mask
Face shield for hard hat
Nose cup
One or two-piece chemical splash suit
Outer gloves, chemical resistant

F. ADVANCED APPROVAL

All Delivery Order costs must be approved in advance by the OSC and costs must be incurred and paid by the contractor as a precondition to Government payment.

B.6 USE OF GALLEY TRAILERS

Approval for the use of galley trailers must be obtained in advance from the Contracting Officer. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 2.

The Contractor shall perform work under this contract only as directed in Delivery Orders issued by the individuals listed in clause G.1, ORDERING--BY DESIGNATED ORDERING OFFICERS.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date

of issuance of the work request.

(1) **IRM Policies, Standards and Procedures.** The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) **Groundwater Program IRM Requirement.** A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) **EPA Computing and Telecommunications Services.** The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: http://www.epa.gov is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

**C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (APR 1997)**

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory notices (RMANS). THE CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the On-Scene Coordinator is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the work site.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 CONTRACTOR DAILY COST REPORT--EPA FORM 1900-55

Content Requirement: Estimated or actual daily cost information on personnel, equipment, material, sample analysis, transportation, disposal, subcontract charges, miscellaneous, travel and subsistence, and other direct costs, using the EPA developed Removal Cost Management Software (RCMS) to generate the EPA Form 1900-55 and the data set forth in this paragraph. The Contractor shall provide this report to the On-Scene Coordinator (OSC) on a daily basis. After completion of the draft EPA Form 1900-55, it shall be reviewed by the Contractor and the OSC, then finalized and signed by the Contractor and the OSC. All estimated costs, sometimes referred to as "awaiting bills" shall be finalized by the Contractor within 30 days after payment of the costs by the Contractor. All invoices shall be generated from the Contractor's accounting system and reconciled on a monthly basis with the RCMS costs.

Copy Distribution:

1. OSC on-site.
2. Contract Payment Center, RTP

Delivery Schedule:

At the end of each work day on-site, or no later than 10:00 AM the following day. This information shall be updated in weekly summaries to reflect actual or corrected cost information using EPA Form 1900-55. The OSC shall review and sign the EPA Form 1900-55s within 24 hours after receipt.

F.3 CERCLA OFF-SITE DISPOSAL REPORT

Contents Requirements: Per the following form entitled CERCLA OFF-SITE DISPOSAL REPORT. Information required for CERCLA Off-Site Waste Management Activities

1. Superfund site name/state/CERCLIS number:

2. Type of action (check two):

<input type="checkbox"/> Removal	<input type="checkbox"/> Remedial
<input type="checkbox"/> Fund-financed	<input type="checkbox"/> Fund-Financed
<input type="checkbox"/> PRP-financed	<input type="checkbox"/> PRP-financed

3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheet for this and remaining questions for each type:

Type:

☐ Solvents
☐ dioxins/furans
☐ cyanides
☐ heavy metals
 (specify metals _____)

☐ acids
☐ PCBs
☐ halogenated organics
☐ other RCRA-listed hazardous
 wastes (specify) _____

☐ non-hazardous or de-listed
 wastes

Form:

☐ wastewater
☐ liquid waste
☐ organic sludge
 (greater than 1%
 total solids)

☐ inorganic sludge
 (less than 1% total
 organic carbon)
☐ solid or solidified
 waste

☐ contaminated soil
 and debris

4. Quantity of waste: _____

☐ cubic yard (cy)
☐ gallons (gal)
☐ drums
☐ lab packs
☐ tons/lbs

5. Range, average, and/or representative concentrations of the contaminants of concern: _____

6. Pre-treatment of waste before transportation: _____

☐ precipitation
☐ neutralization
☐ solidification
☐ fixation
☐ stabilization
☐ other

7. Receiving RCRA facility name/location/I.D. number/unit(s):

8. Receiving Region _____

9. Receiving Region Off-Site Contact (RROC). (Note - this is the

individual designated pursuant to the November 20, 1985 Policy)*
 Name_____ Date_____

10. Date(s) of Shipments_____ Date disposal is completed (date that facility signs manifest for receipt of final shipment)_____.
11. Pre-treatment of waste at site before final treatment or disposal:_____
- _____ precipitation
 - _____ neutralization
 - _____ solidification
 - _____ fixation
 - _____ stabilization
12. Final method of treatment or disposal/unit receiving:_____
- _____ precipitation
 - _____ neutralization
 - _____ incineration
 - _____ landfill
 - _____ land treatment
 - _____ injection
 - _____ recovery/re-use
 - _____ other
13. If waste was landfilled:
- What disposal cell number or location? _____
 - Type of liner in cell? (e.g. PVC, clay, hypalon)_____
14. Cost of activities:
- cost based on treatment/disposal only (no transportation cost)_____
 - cost for transportation_____

* The CERCLA responder may find it useful to include the following in Block 15 (RROC), and date that compliance/inspection status was obtained from the RROC.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be completed by the contractor and received by the OSC within ten (10) days after disposal of each waste stream at each site.

F.4 WORK REPORT

The Contractor shall provide the following report at the request of the On-Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the delivery order.

Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used. This report shall also include any other activities to be performed at the site and work to be accomplished.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

In advance of commencing each phase of work on-site.

F.5 SITE PROGRESS REPORT

The Contractor shall provide the following report at the request of the On-Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the delivery order.

Content Requirements: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Daily, weekly or bi-weekly progress reports as specified by the OSC.

F.6 OTHER DELIVERABLES

a. QUALITY ASSURANCE PROGRAM PLAN

Content Requirements: A quality assurance program plan in conformance with Attachment No. 5, "Quality Assurance/Quality Control Guidance for Removal Activities" and Attachment No. 6, "EPA Requirements For Quality Assurance Project Plans For Environmental Data Operations".

Copy Distribution:

Project Officer, (1 copy)

Delivery Schedule:

Within fifteen (15) days following award of this contract.
Number of days Governments has for review/approve: Ninety (90) days.

b. SITE SAFETY PLAN

The Contractor shall provide the following plan at the request of the On-Scene Coordinator, Project Officer or Contracting Officer in the format specified by the Ordering Officer in the delivery order.

Content Requirements: Covers three major areas: (1) the site itself, including any geographic hazards which may exist, (2) the materials and/or chemicals involved, including nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

Copy Distribution:

OSC, (1 copy)

Delivery Schedule:

Report to be received prior to commencing cleanup action for a particular site.

F.7 USE OF DOUBLE-SIDED COPYING IN THE SUBMISSION OF REPORTS (EP 52.210-160) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report or final report in response to this contract.

F.8 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 14th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Project Officer
Contracting Officer

F.9 WORKING FILES (EPAAR 1552.211-75) (APR 1984) DEVIATION

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.10 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from September 16, 1999 through September 15, 2000.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA

Office of Small & Disadvantaged
Business Utilization (1230C)
401 M Street, S.W.
Washington, D.C. 20460

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor

obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (APR 1984) DEVIATION

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall not withhold any percent of the amounts due under this paragraph (a).

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work

on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) above and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to

furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management
(3802R)
401 M St., S.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the

allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.8 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)

(a) A Financial Administrative Contracting Officer (FACO), normally located in the Cost Policy/Rate Negotiation Branch, Cost Advisory and Financial Analysis Division, shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.
- (5) In connection with Cost Accounting Standards,
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the Contracting Officer upon execution.

(c) The FACO for this contract is:

G.9 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 8 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's

accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Program and Cost Accounting Branch
Environmental Protection Agency
Financial Management Division (2733R)
401 M St. S.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Program and Cost Accounting Branch, FMD at (202) 564-4925.

G.10 SUNBCONTRACT CONSENT

(a) The Contractor shall submit the information required by the clause entitled "Subcontracts (Time-And-Material and Labor-Hour Contracts) (FAR 52.244-3) (APR 1985) to the On-Scene Coordinator and obtain consent to subcontract from the On-Scene Coordinator or Contracting Officer in accordance with the following:

<u>DESCRIPTION</u>	<u>ACTION</u>	<u>RESPONSIBLE OFFICIAL</u>
Subcontracts under \$250,000 (Except as stated below)	Review & Consent	OSC
Sole Source Subcontracts Over \$25,000 (Except Transportation and Disposal)	Review Review & Consent	OSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	OSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	OSC CO
All Other Actions Over \$250,000	Review Review & Consent	OSC CO

Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An innovative alternative technology may require field testing before it is considered proven and available for routine and/or site specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than innovative alternative technology, where performance research has not yet successfully passed laboratory or pilot testing.

OSCs have authority to consent to subcontractor selection regardless of the dollar amount in instances where Contracting Officer consent cannot be obtained due to time constraints. Such action requires that a request for the ratification of the Contracting Officer be submitted to the Contracting Officer within five working days in instances where the action exceeds the

authority of the OSC as specified above.

(b) The contractor is required to obtain consent to subcontract for all cost reimbursement, time and material, and labor hour type subcontracts, and for all fixed price subcontracts that either exceed \$25,000 or five percent of the total estimated cost of the prime contract, whichever is less. Subcontract consent is for subcontracted tasks involving "hot zones", all levels, indemnification, conflict of interest or safety training. (For additional review and/or approval for pollution liability indemnification, refer to Sections I and H of this RFP). For the purposes of this clause, a "hot zone" is defined as a site area requiring personal protective equipment at any level. The authority to consent to subcontracts is delineated in paragraph A herein.

(c) In instances where the subcontract exceeds \$25,000 or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$25,000, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition. A copy of the information upon which the subcontractor selection was made and/or the sole source justification must be attached to the Contracting Officer's copy of the EPA Form 1900-55.

(d) The following are designated as "Team Subcontractors" with rates established in the contract:

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Additional subcontract consent provisions:

- (1) Subcontract consent given under this clause is conditional upon the prime contractor providing the information required by Part 44 of the FAR to support the proposed subcontract;
- (2) A copy of the signed subcontract shall be sent to the reviewing and consenting official(s);
- (3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;
- (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
- (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
- (6) EPA consent to the subcontract does not constitute a

determination as to the acceptability of the subcontract price or the allowability of subcontract costs;

(7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and

(8) The Contracting Officer will act only in disputes arising under the prime contract even if a subcontractor is affected by the dispute between EPA and the prime contractor.

G.11 EMERGENCY AND RAPID RESPONSE SERVICES--INVOICE REQUIREMENTS

(A) Notwithstanding the requirements of the clause in Section G entitled, SUBMISSION OF INVOICES (EPAAR 1552.232.70), separate invoices must be submitted for each delivery order issued under this contract. Billings for adjustments due to the Non-Site Specific Allocation requirements that are required by December 31 of each year and/or within 90 days of contract expiration (see Attachment No.8) shall be submitted on the following monthly invoices. Invoices for payment shall be submitted in an original and four (4) copies, distributed in accordance with the instructions set-forth in Paragraph C below, and shall include the contract number, order number, accounting and appropriation data as set forth in each delivery order, description of services, and amount of payment requested. Each invoice submitted for a particular delivery order shall be numbered consecutively.

(b) All invoices for payment under any delivery order shall be accompanied by a summary of charges claimed by major category: labor, equipment, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Summary Report" which will give current and cumulative totals listed by major category as shown above.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall list the charges for each major category recorded by date with daily totals and separately show charges for each corporate entity providing cleanup services on the site. Charges incurred off-site must be clearly identified.

(3) Invoices are to include "Project Daily Detail Sheets" with each line item listed, giving a description, source of item, quantity, unit of measure, dollar rate, and total for the day. There shall be a subtotal for each major category and a total of charges for that day. The "Project Daily Detail Sheets" should be consistent with EPA Form 1900-55s prepared each day. Differences between the "Project Daily Detail Sheets" and EPA Form 1900-55s must be explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Dailey Detail Sheets.

(4) An Other Direct Cost/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. Subcontract services provided at fixed rates listed in Section B of the contract should be excluded.

(5) Copies of hotel receipts are required to be submitted by the contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts.

(6) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period. The log shall include the source and unique identification number (e.g. serial number) for those equipment items billed at fixed rates as identified in Section B of the contract and for those other items of equipment for which provisional rates have been established in anticipation of fixed rates being negotiated into the contract or delivery order. Items using proposed provisional rates must be clearly identified.

c) Distribution shall be as follows:

(1) The original and two (2) copies of each invoice to the Finance Office specified in block 25 of page 2 of this contract.

(2) Two (2) copies of each invoice to the ERRS Project Officer. One (1) copy of the invoice shall be accompanied by readable copies of the Contractor Daily Cost Reports (RCMS generated Form 1900-55) required under clause entitled "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, (etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

DATE

Name and Title of Signer With
Authority to Bind the Company

ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

DATE

On-Scene Coordinator

(3) One (1) copy of each invoice to the address shown below. This copy shall be accompanied by readable copies of the Reports of Dailey Services

required under "Reports of Work" and other documentation (sales receipts, charge tickets, invoices, etc.) To substantiate all costs for which reimbursement is requested.

U.S. Environmental Protection Agency
Contracts Management Section
290 Broadway, 27th Floor
New York, New York 10007-1866

G.12 SUBCONTRACTOR SELECTION PROCEDURES

The Contractor shall select subcontractors for construction management, architectural and engineering, surveying and mapping, and related services in accordance with Title IX of the Property and Administrative Services Act of 1949. Such procedures are required by Section 119 of the Superfund Amendments and Reauthorization Act of 1986 in support of the Superfund program.

G.13 URGENT REQUIREMENTS

The Contractor is required to respond within the time limits specified in Attachment No. 2. In the event that there exists a bona fide urgent need for immediate services in a time frame which is less than the time limits specified in Attachment No. 2, Statement of Work, the Government reserves the exclusive right to make other arrangements for those services until such time as the contractor can arrive on scene and take responsibility for the cleanup.

In such a situation, the Ordering Officer shall verbally contact the Contractor to determine how fast a response can be made. If the Contractor agrees to respond within a shorter time than that specified in Attachment No.2, such lesser time shall then constitute the required response time for that individual delivery order.

Regardless of whether or not the Contractor indicates that it can respond in less than the minimum required time, if the response time offered by the Contractor does not meet the needs of the Government, the Ordering Officer has the exclusive authority to contract with another party to perform the initial services determined to be necessary to mitigate a threat to the public health and welfare. When the Contractor's personnel arrive on scene, arrangements shall be made with the On-Scene Coordinator for an orderly transition of responsibility. The Contractor may elect to subcontract any or all of the remainder of the cleanup services at that site to the party which has already commenced the work. In any event, however, it shall be mutually agreed upon between the Contractor's representative and the OSC as to when the Contractor shall begin performance at that site.

G.14 POST-AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award to: (1) achieve a clear mutual understanding of all contract requirements and, (2) to identify and resolve potential problems. Attendance will be required by representatives of the Contractor and the

Environmental Protection Agency.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing.

(c) Affirmative Requirements.

- (1) Unless otherwise directed by the Contracting Officer, the Contractor

shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor

has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially

to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.4 LIMITATION OF FUTURE CONTRACTING (TCRR) (EPAAR 1552.209-74) (MAR 1997)
ALTERNATE I (MAR 1997)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA within the Contractor's Time Critical Rapid Response (TCRR) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform TCRR work.

(3) It will be ineligible for award of TAT type activities contracts for sites within its respective TCRR assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (g), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 DELIVERY ORDER CONFLICT OF INTEREST CERTIFICATION

Within 20 calendar days of receipt of the Delivery Order, the contractor shall provide the Contracting Officer with a conflict of interest certification. Where delivery orders are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first delivery order for that site. For all subsequent work on that site, the contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification, the contractor must certify, to the best of the contractor's knowledge and belief, that all actual or potential organizational

conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this delivery order or relating to this delivery order, have been informed of their obligations to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this delivery order or other work relating to this site.

H.6 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimum and maximum amounts:

Period	Minimum Amount	Maximum Amount
Option Period 1	\$250,000	\$
Option Period 2	\$250,000	\$
Option Period 3	\$250,000	\$
Option Period 4	\$250,000	\$

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period 1	09/16/00	09/15/01
Option Period 2	09/16/01	09/15/02
Option Period 3	09/16/02	09/15/03
Option Period 4	09/16/03	09/15/04

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 MENTOR-PROTEGE PROGRAM (EP 52.219-135) (SEP 1994)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the Contracting Officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30)

calendar days after the effective date of the contract. The Contracting Officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the Contracting Officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis to the contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government

may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.11 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.12 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to

the Government.

H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic

sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data

processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.17 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The following applies to all tasks requiring the contractor to have access to confidential business information (CBI):

The contractor shall not have access to CBI submitted to the EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR Part 2, including providing, where necessary, prior notice to the submitter of disclosure to the contractor.

H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Managers
Response Managers

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.20 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the

on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.22 DECONTAMINATION OF CONTRACTOR PROVIDED EQUIPMENT

With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) or other Federal Official may direct that such equipment be decontaminated either at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in Clause B.1. Charges for the equipment while it is being decontaminated will not be allowable charges under this contract. If the OSC directs any portion of the decontamination process to be performed at the contractor's facilities, a reasonable charge for the decontamination labor and decontamination equipment not to exceed one day shall be allowed for the time equipment is being decontaminated. Expenses for additional decontamination efforts not authorized by the OSC shall be borne by the Contractor.

H.23 ACCESS RIGHTS AND ACCESS AGREEMENTS

The government, with assistance and cooperation from the contractor, shall obtain access rights and access agreement as necessary to fulfill the requirements of the contract.

H.24 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them, may become the property of the Government if materials recovered from clean-up and containment operations are salvageable. The Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government

for the difference.

H.25 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the On-Scene Coordinator (OSC) has the authority to establish the standards of safety for all individuals on-site at any time. The Contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, State and minimum standards as specified by the OSC. The required level of protection may be specified by the OSC. (Table I of Attachment No.1 specifies the definitions of each level of protection.) An OSC's determination of the required level of protection at all times shall be considered final, and shall not be subject to the "Disputes" clause of this contract.

If the Contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC, or other designated Federal officials and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC directive pertaining to health and safety.

When a specific site safety plan is required as part of a delivery order to be developed by the Contractor, such plan shall be submitted to the OSC for review and approval prior to commencing work. Upon receipt of the OSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC. If a safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC within twenty-four (24) hours (or less if specified by the delivery order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.26 AUTHORITY TO TAKE DIRECTION

The Contractor agrees to make whatever arrangements are necessary to ensure that there is someone on site at all times with the authority to take direction from the On-Scene Coordinator or his designee and to manage the

activities being performed. If work is being performed solely by subcontractor personnel and there is no on site presence of a representative from the prime contractor's firm, the Contractor hereby agrees to authorize the subcontractor(s) to take direction and to make decisions on behalf of the prime contractor.

H.27 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required by the "Conflict of Interest" clauses of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.28 USE OF CONTRACTOR-OWNED LABORATORIES AND TREATMENT FACILITIES

The On-Scene Coordinator (OSC), in conjunction with the Contracting Officer, will determine the appropriateness of using contractor-owned laboratories under this contract. Such determinations need to be based on competition, site safety concerns and the potential for an actual or potential conflict of interest on the part of the contractor.

There are certain situations where the use of a contractor-owned laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be disposed. However, under emergency response conditions, there may be instances where real time analytical support services from the contractor-owned laboratories are necessary and do not present a conflict of interest. Situations of this nature would be the real time analysis of unstable waste materials to provide OSCs with the information to protect the public health and environment as well as site personnel.

H.29 SPECIAL PROVISIONS REGARDING TERMINATION OF INDIVIDUAL ORDERS NOTWITHSTANDING THE PROVISIONS OF FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (ALTERNATE IV) (SEP 1996)

The Government may terminate individual delivery orders in whole or in part. Due to the emergency nature of the cleanup services to be provided, the following revisions to the "Termination" clause are made and are applicable to individual delivery orders for cleanup services:

Paragraph (a) Section (2) is revised to read:

(2) The Contractor defaults in performing this contract (delivery order) and fails to cure the default within the time specified in the delivery order or cure notice (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes the failure to make progress in the work so as to endanger performance.

Paragraph (i) is revised to read:

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulations, in effect on the date of this contract, shall govern all costs (except for items for which there is a contract specified fixed-rate) claimed, agreed to, or determined under this clause.

NOTES:

For purposes of this clause, "delivery" of a Notice of Termination (paragraph [b]) is defined to include notice by telephone or in person which is confirmed in writing within five (5) days by the Contracting Officer. If the termination is effected by such oral communication, then the effective date of termination shall be the date of that communication.

H.30 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The contractor is always required to subcontract the off-site treatment, storage, and ultimate disposal of the materials removed from the site. An affiliate, as defined by the FAR, is considered part of the prime contractor. If the prime contractor or prime-team subcontractors have fixed facilities for hazardous waste treatment, storage, or disposal within the same company, such facilities will not be eligible for use under this contract. These restrictions do not preclude contractor facilities from being utilized under other Superfund contracts.

(b) The contractor is required to subcontract all transportation of oil, petroleum, and hazardous substances removed from the site of the cleanup to an appropriate storage or disposal facility. If the prime contractor has transportation equipment within the same company, such equipment and facilities will not be eligible for use under this contract unless this requirement is waived by prior written approval of the Contracting Officer or as described in (d) below.

(c) The methods selected for off-site transportation and disposal are subject to the verbal consent of the OSC.

(d) The OSC may direct the contractor to perform off-site transportation services up to a ceiling amount of \$10,000 per site when the contractor has available the necessary transportation equipment, labor, and licenses. The OSC must make a written determination that the situation on site clearly demonstrates that it is in the Government's best interest from a timing, price or cost, or other basis to allow the contractor to provide transportation, and the rates to be utilized are acceptable to the OSC.

H.31 DELIVERY ORDERS

(a) Delivery or performance of the cleanup services under this contract shall be made only as authorized by orders issued in accordance with and by individuals named in Clause G.1, "Ordering--By Designated Ordering Officers".

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual Delivery Orders. All Delivery Orders issued will be for the services specified in each Delivery Order, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) In the event of an emergency, the Ordering Officer may issue a verbal order, to be followed up in writing within forty-eight (48) hours of verbal notification with a confirming written Delivery Order.

(f) The On-Scene Coordinator named in the Delivery Order will be responsible for the technical administration of Delivery Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Delivery Orders issued hereunder must be submitted to the Contracting Officer for contractual action.

(g) A separate Optional Form 347 or EPA Form 1900-59 will be issued for each Delivery Order. Each Delivery Order will include:

- (1) Date of order.
- (2) Contract Number and order number.
- (3) Item number and description, quantity, and unit price.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information, such as the time of the order(if issued verbally), name of the On-Scene Coordinator (OSC) responsible for providing technical direction at that site and the required response time.
- (9) Location of the site and the name of the Response Manager assigned by the Contractor.
- (10) The specific Statement of Work related to the cleanup activity covered by the Delivery Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(h) The contractor shall acknowledge receipt of each order in writing within 5 calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contracting Officer responsible for administration.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall notify the Contracting Officer within five (5) days of receipt of the order or one-half (1/2) of the time specified for performance of the order, (whichever is less) stating why the completion date is considered unrealistic.

(j) The ceiling amount for each Delivery Order will be the ceiling price stated therein, and constitutes the maximum amount for which the Government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the Delivery Order, and will be a unilateral action by the Government.

(k) A standard Form 30 will be used to modify all Delivery Orders, and will be signed by the Contracting Officer and when applicable the Contractor.

H.32 ORDERING UNDER MULTIPLE AWARD CONTRACTS

It is anticipated that two contracts will be awarded under this solicitation: a small business set-aside award and a competitive acquisition award. After the minimum amount for each contract period has been satisfied for each contractor, 50% of the Government's remaining requirement for each period will be set-aside exclusively for performance under the small business set-aside contract. The remaining 50% of the Government's requirement for each contract period will be issued to the contract awardees consistent with the procedures set forth in FAR 16.505(b) and in accordance with the following procedures:

a. As noted above, these procedures will not become effective until such time as the government has fulfilled the minimum order requirements for each contract period of each Emergency and Rapid Response Services (ERRS) contract awarded under the solicitation.

b. These procedures will be used to provide each awardee a fair opportunity to be considered for each order over \$2,500 which is issued under this contract consistent with the requirements of FAR 16.505(b).

c. In accordance with FAR 16.505(b)(2)(i), delivery orders to be issued for urgent emergency response actions where a delay would be unacceptable to the EPA are exempt from these procedures.

d. The government will provide each contractor a fair opportunity to be considered for each delivery order to be issued, in excess of \$2,500 in accordance with FAR 16.505(b) and this clause. When applicable, each contractor will be contacted by the most reasonable and expeditious means available and requested to provide information orally and/or in writing concerning, at a minimum, their technical expertise and experience in performing specific types of removal actions related to the proposed delivery order statement of work. To the extent feasible, the Government will use available in-house information to evaluate each contractor for cost, proximity and past performance but may request such information, or additional

information, from the contractor if deemed necessary.

Subject to the above, for each order issued under the contract in excess of \$2,500, contractors will be evaluated on some or all of the following criteria:

1. The contractor's technical expertise and experience with the particular type of response action to be performed under the delivery order.
2. Fixed rates for labor and equipment, and the applicable material handling charge for the particular action.
3. Proximity of the contractor's labor and equipment resources to the work site.
4. Past performance on prior delivery orders under the contract.

The method of evaluation for issuance of a delivery order, using some or all of the above noted factors, will be tailored to the specific requirements of the proposed delivery order and be identified, along with the relevant factors, when requesting information from the contractors in order to determine which contractor should be selected to perform the delivery order. The selection method and criteria may vary from order to order and may be based on one of the following methods: technical factors more important than cost; technical and cost considered equal; cost more important than technical; or technically acceptable, low cost. As an example, when the work to be performed under a delivery order is simple and well-defined and the Contracting Officer has determined that the appropriate evaluation method is "technically acceptable, low cost," the award of the delivery order may be based on an evaluation of past performance and low cost only.

The Government reserves the right to change and/or modify the criteria and/or selection methodology identified above. Such changes and/or modifications will be accomplished by a contract modification and apply prospectively.

H.33 DATA

(A) The Contractor hereby agrees to deliver to the Government within sixty (60) days after completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Business Information."

(2) All originals and copies, abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to the support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

(4) Copies of all other types of data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled ADDITIONAL DATA REQUIREMENTS.

(B) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled ADDITIONAL DATA REQUIREMENTS, the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(C) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General". Such financial, cost or pricing data does not refer to site specific cost records which are necessary to substantiate cost recovery actions.

(2) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(3) Contractor and personnel performance ratings and evaluations.

(4) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(D) Upon receipt of all data provided to the Government by the Contractor under paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.34 STOP WORK ORDER FOR DELIVERY ORDERS

STOP-WORK ORDER clause (FAR 52.242-15) applies to individual delivery orders, as well as, the contract. In addition to the Contracting Officer, Ordering Officers identified in contract clause G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS and On-Scene Coordinators may issue Stop-Work Orders in accordance with this clause. The ninety (90) day period stated in the STOP-

WORK ORDER (FAR 52.242-15) clause is hereby reduced to fourteen (14) days when applied to delivery orders.

H.35 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(A) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION" (FEB 1993) wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(B) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(C) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in A and B above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4.703(b)(1))

(D) In addition, the Contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation, or claims are disposed of.

(E) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(F) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

(G) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.36 TESTIMONY

From time to time, the Government may require expert and non-expert witnesses for the preparation of affidavits and depositions and to provide testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible and shall, if necessary, be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site.

H.37 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance under this contract. **All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.**

(b) Minimum hardware requirements for the system are:

- IBM compatible computer (MS-DOS)
- One 5 1/4" floppy disk drive or 3 1/2" diskette
- 4 megabytes of available hard disk space
- 640 k bytes RAM
- parallel printer

(c) Minimum software requirements to use the system are:

- MS-DOS Version 5.0 or higher

(d) Initial contractor training of the use of this system will be provided by the EPA.

(e) The cost of this system shall not be reimbursable as a direct cost under this contract.

(f) Contractor will be required to provide archive disks for each delivery order on a monthly basis to the Project Officer.

(g) Current archive disks covering the invoice period must be submitted to the On-Scene Coordinator with the invoices. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s.

(h) Final archive disk(s) shall be forwarded to the Project Officer within 30 days of the completion of work at the site.

H.38 PUBLIC COMMUNICATION

The contractor shall not represent itself as the EPA to outside parties.

To maintain public trust, the contractor shall, when communicating with outside parties, explain that they are an Agency contractor.

H.39 PAYROLLS AND BASIC RECORDS

(a) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) The records to be maintained under paragraph (a) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

(c) The Contractor shall insert paragraphs (a) through (c) of this clause in all subcontracts, and shall require their inclusion in all subcontracts at any tier.

THE FOLLOWING FOUR SECTION H CLAUSES APPLY TO DELIVERY ORDERS THAT REQUIRE THE CONTRACTOR TO PERFORM "CONSTRUCTION" AS DEFINED IN FAR PART 36, SUBPART 36.102.

H.40 DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY DELIVERY ORDER

Each Delivery Order issued under this contract will be subject to either DBA or SCA prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by Delivery Order those portions of the effort specifically related to DBA and SCA and determine wage rates by labor category classification accordingly. The On-Scene Coordinator (OSC) together with the contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the Contracting Officer will make the final determination.

H.41 SCHEDULE FOR DBA WAGE DETERMINATIONS

In compliance with DBA regulations, the Contracting Officer has designated the use of the "Heavy and Highway Project Wage Determination Schedule" as the appropriate construction type schedule for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of this Schedule or need for the issuance of an additional classification or category shall require prior Contracting

Officer's approval in accordance with FAR clause 52.222-6, Davis Bacon Act.

H.42 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$100,000 under this contract. The contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the contracting officer. Bonds shall be provided by the prime contractor at the delivery order level. With the consent of the contracting officer, the performance bond may be provided by the subcontractor. In all cases, the contracting officer may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.43 PAYMENT BONDS

The contractor shall furnish payment bonds at the delivery order level with the United States named as the obligee for the performance of work under this contract. The prime contractor is further required to flow the payment bond requirement down to all subcontractors whose contracts exceed \$50,000.

The penal sum of the payment bond shall equal:

- (a) 50 percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;
- (b) 40 percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or
- (c) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

H.44 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	JAN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-25	JAN 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE

		CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	AUG 1998	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	*** ****	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the

Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum amount of the

contract;

(2) Any order for a combination of items in excess of the maximum amount of the contract;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **90 DAYS** beyond the expiration date of the contract.

I.7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (FAR 52.219-7) (JUL 1996) DEVIATION

(a) *Definitions.*

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion and the set-aside portion will be evaluated concurrently and awards will be made in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, cost or price, and other factors considered. For this solicitation all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the set-aside portion. If required, negotiations will be conducted with the small business concerns that are included in the competitive range.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) *Agreement.* For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
Cleanup Technican	\$11.00	\$2.10
Heavy Equipment Operator	\$14.00	\$2.67
General Clerk	\$12.00	\$2.29
Truckdriver	\$12.25	\$2.34
Chemical Technician	\$12.50	\$2.39

I.9 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded

beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address(es):

<http://www.arnet.gov/far/>

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.13 ADDITIONAL CLAUSES INCORPORATED BY REFERENCE

The following clauses pertinent to this Section are hereby incorporated by reference. These clauses apply to delivery orders requiring the performance of work defined by the Federal Acquisition Regulations as "construction".

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.222-4	JUL 1995	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATE OF ELIGIBILITY

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

NUMBER	ATTACHMENT TITLE
1	DAVIS-BACON ACT (DBA) WORK SHEET
2	EMERGENCY & RAPID RESPONSE SERVICES FOR REGION 2
3	EQUIPMENT SPECIFICATIONS
4	PERSONNEL DESCRIPTIONS & QUALIFICATIONS
5	QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL, OSWER DIRECTIVE 9360.4-01 (APR 1990)
6	EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLAN FOR ENVIRONMENTAL DATA OPERATIONS
7	THE OFF-SITE DISPOSAL RULE
8	INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS
9	MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS
10	INSTRUCTIONS FOR PREPARING SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLANS
11	INVOICE PREPARATION INSTRUCTIONS
12	DEPARTMENT OF LABOR WAGE DETERMINATIONS No. 96-0223 Rev. 03, 12/01/98 for Heavy Equipment Operator, Clean Up Technician, Chemical Technician and Truck Driver.

The following apply to the Field Clerk/Typist labor category:

No. 94-2097 Rev. 09 06/08/98	No. 94-2367 Rev. 10 11/20/98
No. 94-2345 Rev. 09 10/23/98	No. 94-2371 Rev. 11 11/18/98
No. 94-2347 Rev. 09 10/07/98	No. 94-2373 Rev. 13 02/17/99
No. 94-2349 Rev. 12 10/16/98	No. 94-2375 Rev. 13 01/28/99
No. 94-2351 Rev. 11 10/20/98	No. 94-2377 Rev. 09 09/09/98
No. 94-2353 Rev. 11 01/21/99	No. 94-2379 Rev. 10 09/18/98
No. 94-2355 Rev. 09 11/18/98	No. 94-2381 Rev. 12 11/24/98
No. 94-2449 Rev. 09 06/01/98	No. 94-2383 Rev. 10 11/12/98

Note, see clause L.11(b), Cost or Pricing Proposal Instructions for additional instructions concerning these labor categories.

- 13 PAST PERFORMANCE QUESTIONNAIRE
- 14 CLIENT AUTHORIZATION LETTER

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (FAR 52.204-5) (OCT 1995)

(a) Representation. The offeror represents that it ___ is, ___ is not a women-owned business concern.

(b) Definition. "Women-Owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any

of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-4) (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as **G** an individual, **G** a partnership, **G** a nonprofit organization, **G** a joint venture, or **G** a corporation, registered for business in (country) _____.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **G** intends, **G** does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.7 SMALL BUSINESS PRORAM REPRESENTATIONS (FAR 52.219-1) (*) (*** ***)
ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It { } is, { } is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small

Business Administration in accordance with 13 CFR part 126; and

(ii) It { } is, { } is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE
SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18

U.S.C. 1001.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community

Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection

with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices

disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a

CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.15 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-76) (APR 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):
.....

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:
.....

(e) Cognizant Government:

Audit Agency:

Address:

Auditor:

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$.....

Government fixed-price prime contracts and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$.....

Total Sales for Second Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

.....

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Actual Cost	Estimated/ Cost	Standard
Estimating System			
Job Order	

Process
Accumulating System		
Job Order
Process

Has your cost estimating system been approved by any Government agency?

Yes No

If yes, give name and location of agency:

.....

Has your cost accumulation system been approved by any Government agency?

Yes No

If yes, give name and address of agency:

.....

(m) What is your fiscal year period? (Give month-to-month dates):

.....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
Fringe Benefits
Overhead
G&A Expense
Other

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes No

If yes, name and location of the Government agency:

.....

Date of last preaward audit review by a Government agency: .

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department
Contracting Department

Other

(describe).

(p) Has system of control of Government property been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

(q) Purchasing System:

FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$10 million (annual billings) during the next twelve months. The \$10 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes No

If yes, name and location of the Government agency:

.....

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$10 million threshold?

Yes No

If you respond yes to the \$10 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes No

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency.....

.....

Are your purchasing policies and procedures written?

Yes No

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes No

**K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	APR 1998	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in Section L, clause L.10, INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of two Fixed-Rate, Indefinite

Delivery/Indefinite Quantity contracts resulting from this solicitation.

L.5 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Theodore A. Riverso

Hand-Carried Address:

U.S. EPA Region 2
290 Broadway, 27th Floor
New York, NY 10007-1866

Mailing Address:

U.S. EPA Region 2
290 Broadway, 27th Floor
New York, NY 10007-1866

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/>

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of 09/16/99.

L.10 INSTRUCTIONS CONCERNING THE ESTIMATED QUANTITIES IN CLAUSE B.1

The estimated quantities for labor and equipment shown in B.1 represent the EPA's total estimated requirements as described below. It is anticipated that two contracts will be awarded under this solicitation: a 50% small business set-aside award and a competitive acquisition award.

1) SMALL BUSINESS SET-ASIDE:

Small business firms submitting offers for the small business set-aside portion of the procurement will be offering on the entire estimated requirement as shown in clause B.1. Although only 50% of the requirement is set-aside for small business concerns, the potential contract maximum amount will be for the potential entire requirement in order to provide the successful small business firm an opportunity to compete with the other awardee for the balance of the government's requirement in accordance with the provisions set forth in clause H.32, ORDERING UNDER MULTIPLE AWARD CONTRACTS.

2) COMPETITIVE ACQUISITION AWARD:

Firms submitting offers for the unrestricted, full and open contract, will be offering on 50% of the estimated requirement shown in clause B.1 since the other 50% is set aside for a small business award. Therefore, their offer shall be for 50% of the estimated quantities set forth in clause B.1. The successful offeror will compete with the awardee of the small business set-aside contract for approximately one half the government's estimated requirement in accordance with the provisions set forth in clause H.32, ORDERING UNDER MULTIPLE AWARD CONTRACTS.

L.11 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors(except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause M.3 "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

A. MANAGEMENT

1. MANAGEMENT APPROACH

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s)of response crews and equipment) at any location in the States of New York and New Jersey within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and

coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

Offerors shall describe their method for ensuring that all storage, transportation, treatment and disposal of hazardous waste are accomplished in a manner that meets all applicable federal, state, and local safety and environmental laws and regulations .

2. COST CONTROL

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Reports as described in clause F.4 and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

3. SUBCONTRACT MANAGEMENT

The offeror shall identify any and all subcontractors proposed as part of their technical approach to accomplish the statement of work and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

4. EQUIPMENT

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, ten (10) concurrent removal actions in the States of New York and New Jersey.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

5. REGULATORY COMPLIANCE

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). The discussion should include technical and procedural requirements and contracting and subcontracting requirements. In addition, the discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

6. QUALITY ASSURANCE

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLANS 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

B. PAST PERFORMANCE INFORMATION

(1) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$250,000) proposed subcontractors. **Offerors are encouraged to submit this information prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.**

(2) Offerors shall submit a list of 5 contracts and/or subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Total contract value.
- (d) Contract type.
- (e) Period of performance.
- (f) Brief description and location of the work.
- (g) Contracting officer and telephone number.
- (h) Program manager and telephone number.
- (i) Contracting Officer's Technical Representative and telephone number.
- (j) List of major (over \$250,000) subcontractors (if applicable).
- (k) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4(b).

(3) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(4) If no response is received from a reference after reasonable attempts to secure a response, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by references and may also consider information obtained from other sources when evaluating an offeror's past performance.

(5) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance history. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(6) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. **The offeror shall forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.**

(7) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(a) Identify the segment of the company (one division or the entire company) which received the award or certification.

(b) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(8) The Contracting Officer will retain the information collected on past performance in the official contract file.

C. PERSONNEL RESOURCES

1. PROGRAM MANAGER (KEY PERSONNEL)

The offeror shall present a description of the persons proposed to fill the position of Program Manager, which shall include alternates. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 4 of the RFP.

2. RESPONSE MANAGERS (KEY PERSONNEL)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for, at a minimum, ten (10) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 4 of the RFP. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager category, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

3. AVAILABILITY OF RESPONSE PERSONNEL

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced

work force during periods of work build-up and decline.

D. SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION

Offerors shall identify the extent to which small disadvantaged business concerns in the authorized SIC Major Groups will participate in the performance of the contract. A listing of the authorized SIC Major Groups is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. Offerors shall provide targets expressed as dollars and percentages of total contract value in each of the applicable, authorized SIC Major Groups and a total target for SDB participation. SDB offerors who waive the SDB price evaluation adjustment found in clause 52.219-23 shall provide a target for the work that it intends to perform as the prime contractor. Small disadvantaged business participation targets will be incorporated into and become part of any resulting contract.

Note, factor D will not be evaluated for the set-aside portion of this acquisition and small businesses competing for the set-aside portion need not submit this information.

E. SAMPLE WORK PLANS

The Offeror shall prepare sample work plans for the two removal scenarios that follow. Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach and analytical needs;
- (2) Your labor, equipment and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
- (5) Your subcontracting needs and procedures to solicit and award subcontracts;
- (6) Your cost control procedures;
- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Sample QA project plans for each Scenario (the plans will be evaluated as part of Criteria A.6, Quality Assurance.
- (9) Any assumptions or inferences you've made;
- (10) Your pertinent experience, briefly.

REMOVAL SCENARIOS:**REMOVAL SCENARIO #1:**

A early spring rain storm has resulted in major flood damage to the area surrounding Plattsburg, New York. As a result, an abandoned oil storage terminal located in South Plattsburg on the Salmon River near Lake Champlain is severely damaged. Approximately 400,000 gallons of #6 fuel oil and 100,000 gallons Jet-A fuel remains in several above ground storage tanks at the abandoned terminal. Approximately 10,000 gallons of #6 fuel oil were spilled from the tanks into the Salmon River as a result of the flooding. All of the tanks are structurally damaged and the earthen berm which had surrounded the tanks is no longer completely intact.

Due to the tremendous amounts of rain and flooding, the spilled #6 fuel oil was discharged into a wetland bordering the abandoned oil terminal. The wetland is adjacent to the Salmon River which flows into Lake Champlain. The shoreline of Lake Champlain has many environmentally sensitive areas, and political attention is heightened by concern from sport and recreational enthusiasts as well as Vermont and Canadian officials.

There is no oil spill response equipment staged in Plattsburg, and heavy equipment is needed by local officials to respond to the flooding. The #6 fuel oil spill occurred sometime during the flood and it is not known how far the spill has migrated.

REMOVAL SCENARIO #2:

The Remedial Program has requested a Removal Action be taken at a proposed NPL Site in Suffolk County, New York. The Site is an abandoned industrial electroplating facility that also reclaimed precious metals. The Site is 13 acres in size and is comprised of four production buildings, a laboratory, an office building, two large warehouses and 4 acres of unpaved storage area. The entire Site is 13 acres in size and is divided into two relatively equal size parcels. Both parcels border an inlet to the Long Island Sound and is routinely used for commerce and recreational boating. The existing bulkhead on one of the parcels is severely damaged and residents have reported sheens and foaming releases emanating from this area during periods of low tide. The surrounding area is a mixture of residential and light industrial buildings. A senior citizen home is located within one quarter mile down wind.

The production buildings have been vacant for over ten years and are in extremely poor condition due to repeated acts of vandalism and arson. Several sections of the production building roofs have partially collapsed. The process piping and many of the production tanks are insulated with asbestos containing materials. Over 100 process tanks ranging in size from 500 to 5,000 gallons in size remain on Site. Approximately 25 outside storage tanks also exist on Site and range in size from 10,000 to 50,000 gallon capacities. Many, if not all, of these tanks are partially filled with mixtures of liquids and sludge. Assessment data on several of these tanks indicate they contain acids, caustics, solvents, spent cyanide plating solutions, chromium solutions

and proprietary anodizing solutions. Several underground tanks exist as well, however no details of their size or locations are currently available.

The unpaved storage area contains approximately 2,000 drums in varying stages of deterioration. Some of these drums are known to fume on rainy or high humidity days. Aerial photographs of the Site indicate the drum storage area may be concealing a small shed which at one time was used to store highly flammable or explosive materials. Drainage swales traverse this area and lead to the water body at the rear of the property.

The laboratory basement contains approximately 30 shelving units which are 10 feet high, 2 feet wide and 25 feet long which are filled with small containers of laboratory reagents, QA/QC samples, experimental plating solutions and other unknowns. One shelf has several compressed gas cylinders labeled poisonous. Another shelf appears to have approximately 15 metal canisters marked as ether. These canisters are heavily oxidized with white crystals visible around their caps. The contamination in the basement is further complicated by the fact that there is at least 3 feet of standing water in it. This has precluded entry into the basement and determining what is contained beneath the water line.

Based on Site conditions and failure of the PRPs to take any mitigative measures a Removal Action is immediately required.

(b) Cost or pricing proposal instructions:

FIXED LABOR RATES:

Offerors shall list fixed hourly rates for all categories of labor and for all periods listed in clause B.1. The fixed rate shall include all expenses including, salary, facilities capital cost of money, if applicable, report preparation, clerical support, profit and all indirect costs such as overhead and general and administrative expenses. In addition, time in travel is not an allowable direct charge to this contract, therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

Clause B.1

Heavy Equipment Operator
Cleanup Technician
Chemical Technician
Truck Driver
Field Clerk/Typist

DOL Wage Determinations

Heavy Equipment Operator #23440
Laborer #23470
Environmental Technician #29090
Truck Driver, Heavy Truck #31363
General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to; subcontracting, materials, and travel and subsistence. See clause L.16.

MATERIAL HANDLING COST:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, any material handling cost will apply to the Other Direct Costs (ODCs). If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. **If proposed, please provide an explanation and support of the rate as part of your price proposal.**

GENERAL PRICING PROPOSAL INSTRUCTIONS:

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

1. Submit cost or pricing information in your own format.

(i) The contract schedule includes a "Fixed Rates for Services" clause, therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

(ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two

completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - Indicate which rates have been escalated for periods 2 through 5.

3. Indirect costs - material handling cost.

(i) If your rate has been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

L.12 PROPOSAL INSTRUCTIONS - COI PLAN AND SMALL BUSINESS SUBCONTRACTING PLAN

1. Offerors shall submit an Organizational Conflict of Interest Plan in accordance with the instructions contained in Attachment 9. The plan will outline the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level.

NOTE: The following does not apply to offerors who have certified to their small businesses status under K.7, SMALL BUSINESS PROGRAM REPRESENTATIONS.

2. For purposes of this proposal and preparation of a Subcontracting Plan in accordance with EP 52.219-125 and Attachment 10, the EPA's targets for your subcontracting goals are as follows:

Small Business	30 %
Small Disadvantaged	15 %
Women Owned Business	5 %

The acceptability of the both the COI plan and the Sub-contracting plan shall be considered part of the responsibility determination as explained in clause M.5.

L.13 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.14 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.15 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

COMPETITIVE ACQUISITION AWARD:

Contract Period -----	Cost Category -----	Amount -----
Base Period	ODC	\$ 9,300,000
Option Period 1	ODC	\$ 9,500,000
Option Period 2	ODC	\$ 9,800,000
Option Period 3	ODC	\$10,100,000
Option Period 4	ODC	\$10,400,000

SMALL BUSINESS SET-ASIDE CONTRACT:

Contract Period -----	Cost Category -----	Amount -----
Base Period	ODC	\$18,600,000
Option Period 1	ODC	\$19,000,000
Option Period 2	ODC	\$19,600,000
Option Period 3	ODC	\$20,200,000
Option Period 4	ODC	\$20,800,000

L.16 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate an offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

**L.17 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: [50%]

(b) 8(a) Program: Not Applicable

L.18 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.19 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (MAR 1997)

Agency protests shall be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protestor may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse agency action on the protest.

L.20 MULTIPLE AWARDS

In accordance with FAR 16.504(c), *Multiple Award Preference*, it is the Government's intention to award two contracts as a result of this solicitation. One contract will be awarded based on unrestricted competition. A second contract will be awarded based upon competition restricted to small businesses. Small business firms may submit offers on either the set-aside or unrestricted portions of the solicitation or both, but may not receive both awards. For small businesses proposing on the small business set-aside contract, the price proposal shall be based upon 100% of the Government's total requirements as set forth in clause B.1. Small business offerors proposing on both contracts need submit only one technical proposal, but must

provide two separate price proposals. For any offerors, including small businesses, who propose on the full and open competitive contract, the price proposal shall be based upon one half of the Government's estimated requirements set forth in clause B.1.

Clause B.2, Minimum and Maximum Amounts, will reflect minimums of \$250,000 per each contract period for each of the two contracts to be awarded as a result of this solicitation: the full and open competition award and the contract to be awarded as a result of the small business set-aside. The maximum potential amounts will be different for each contract and will be determined as follows:

The contract to be awarded as a result of full and open competition will reflect a maximum potential amount based on the successful offeror's proposed fixed rates times one half the estimated amounts contained in clause B.1, plus one half the amount given for Other Direct Costs and any applicable material handling charges.

The contract to be awarded as a result of the small business set-aside will reflect a maximum potential amount based on the successful offeror's proposed fixed rates times the estimated amounts contained in clause B.1, plus the amount given for Other Direct Costs and any applicable material handling charges.

No single offeror may receive more than one award.

If the successful offeror for the contract awarded as a result of full and open competition is a small business concern, then the Government reserves the right to award that contract at the same estimated quantities of labor, equipment and Other Direct Costs as the small business set-aside award.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (FAR 52.219-24) (JAN 1999)

Note, this clause does not apply to the small business set-aside portion of the solicitation.

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

M.3 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998)

NOTE: This clause does not apply to the set-aside portion of the solicitation.

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) Offers will be evaluated by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

M.4 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (SEP 1996)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.5 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996) ALTERNATE III (SEP 1996) DEVIATION

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price, and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Technical Evaluation Criteria:

The following Technical Evaluation Criteria will be used to evaluate the technical proposals.

TECHNICAL EVALUATION SUMMARY:

A. MANAGEMENT

1. Management Approach	5 Points
2. Cost Control	5 Points
3. Subcontract Management	5 Points
4. Equipment	5 Points
5. Regulatory Compliance	5 Points
6. Quality Assurance	5 Points

B. PAST PERFORMANCE 25 Points

C. PERSONNEL RESOURCES

1. Program Manager	10 Points
2. Response Managers	10 Points
3. Availability of Response Personnel	5 Points

D. SMALL DISADVANTAGED BUSINESS PARTICIPATION 5 Points*

E. SAMPLE WORK PLANS

20 Points

Total 105 Points

*** In accordance with FAR 19.1202-2(b), this evaluation factor will not be evaluated for the small business set-aside contract. Thus, the evaluation for the set-aside contract will be based on 100 points.**

A. MANAGEMENT**1. Management Approach (5 Points)**

Offerors will be evaluated on the effectiveness of their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B for performing the Statement of Work. The offeror's training program, corporate Health and Safety Program, and their methods for ensuring that all work under this contract complies with all applicable federal, State and local safety and environmental laws and regulations, as they apply to the Statement of Work, will also be evaluated.

2. Cost Control (5 Points)

Offerors will be evaluated on their relevant corporate experience and ability to provide a financial information system capable of planning, estimating, tracking, reporting and invoicing all expenditures of labor, equipment and materials by site. Offerer's will also be evaluated on their procedures for reconciling EPA Form 1900-55s with their financial information system.

3. Subcontract Management (5 Points)

Offerors will be evaluated on the methods they propose to effectively secure and manage subcontractors and the extent to which their proposed subcontractor utilization can successfully fulfill the requirements of the proposed contract.

4. Equipment (5 Points)

Offerors will be evaluated on how they propose to provide, transport and manage equipment to successfully fulfill the requirements of the proposed contract.

5. Regulatory Compliance (5 Points)

Offerors will be evaluated on their understanding of the applicable or relevant and appropriate CERCLA, SARA and RCRA regulatory requirements pertaining to the Statement of Work.

6. Quality Assurance (5 Points)

Offerors will be evaluated on their demonstration of how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

B. PAST PERFORMANCE (25 Points)

Offerors will be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude and complexity to this requirement. The evaluation will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement proposed under this RFP and will include an assessment of the following factors which are of equal importance (See Attachment 13 - Past Performance Questionnaire):

quality of services delivered,
cost control,
effectiveness of your management (including subcontractor management),
the initiative you display in meeting contract requirements,
timeliness of performance,
business practices; and
customer satisfaction.

Offeror's will also be evaluated on their compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4(b).

Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

If negative feed back is received from an offeror's reference, the Government will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

Performance problems uncovered by this assessment that have not been addressed by the offeror will be assumed to still be in existence. The effectiveness of actions taken by the offeror to resolve problems will be used to assess the risk of future performance on the proposed contract.

Offerors with no relevant past performance history or for whom information on past performance is not available or not provided, will be evaluated neither favorably nor unfavorably on past performance.

Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

C. PERSONNEL RESOURCES

1. Program Manager (Key Personnel) (10 Points)

Offerors will be evaluated on the quality and depth of expertise/experience of their proposed Program Managers.

2. Response Managers (Key Personnel) (Total 10 Points)

Offerors will be evaluated on the quality and depth of expertise/experience of their proposed Response Managers and the Offeror's demonstrated ability to provide a sufficient number of qualified Response Managers to perform cleanup services for, at a minimum, ten (10) concurrent removal actions.

3. Availability of Response Personnel (Non-Key Personnel) (5 Points)

Offerors will be evaluated on their demonstrated ability to provide sufficient qualified response personnel for, at minimum, ten (10) concurrent removal actions in the Region.

D. SMALL DISADVANTAGED BUSINESS PARTICIPATION (5 points)

Offerors for the full and open competition award will be evaluated on the extent of their commitment to use small disadvantaged business concerns to perform work on the contract in the authorized SIC Major Groups.

E. SAMPLE WORK PLANS (10 Points each - Total 20 Points)

Offerors will be evaluated on their understanding of hazardous substance on-site response situations by describing their proposed managerial and technical approach in dealing with the sample scenarios located in Section L.

EVALUATION OF COST/PRICE

For the award of the contract as a result of the small business set-aside, the offeror's proposed fixed rates (both labor and equipment) will be multiplied by the estimated quantities shown in clause B.1. The total of these line items will be added to the amount given for Other Direct Costs and any applicable material handling charge. The total of the Base Period plus all Option Periods will comprise the offeror's total price for evaluation purposes, which is subject to adjustment as a result of a price/cost realism analysis.

For the award of the contract as a result of the full and open competition, the offeror's proposed fixed rates (both labor and equipment) will be multiplied by one half the estimated quantities shown in clause B.1. The total of these line items will be added to one half the amount given for Other Direct Costs and any applicable material handling charge. The total of the Base Period plus all Option Periods will comprise the offeror's total price for evaluation purposes, which is subject to adjustment as a result of a price/cost realism analysis.

AND THE SMALL BUSINESS SUB-CONTRACTING PLAN

The acceptability of an offeror's Conflict of Interest Plan and Small Business Sub-contracting Plan submitted in response to clause L.13 will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standard set forth in FAR Sub-part 9.104. An offeror whose Conflict Of Interest Plan or Small Business Sub-contracting Plan is not acceptable at time of award will be considered non-responsible and ineligible for award.

ATTACHMENT 1

DAVIS-BACON ACT (DBA) WORK SHEET

DAVIS-BACON ACT (DBA) WORKSHEET

Delivery Order Number: _____, Site Name: _____

1. DBA General Decision Number: _____
State: _____, County or Subdivision: _____2. DBA Labor Category: _____
Identification Number and Date: _____

3. DBA Compensation requirements (on a per hour basis)

(A) Wage Rate: \$ _____
 (B) Fringe Benefits _____
 (C) Stated as a flat dollar amount _____
 (D) Stated as a percentage of wage rate* _____
 (E) Dollar equivalent of days off** _____
 (F) Total DBA required compensation: \$ _____

4. Corresponding Personnel Classification CLIN Description: _____
Applicable Fixed Hourly Rate: _____
Contract Year (Period 1, 2, 3, 4, or 5): _____5. (A) Raw wage component of Fixed Hourly Rate: _____
(B) Fringe Benefit component of Fixed Hourly Rate: _____

(C) Total compensation component of Fixed Hourly Rate: _____

6. (A) DBA Compensation (from 3F above): _____
(B) Less Fixed Hourly rate compensation (from 5C above): _____

(C) Differential (enter -0- if -0- or negative): _____

7. Adjustment to the Fixed Hourly Rate.
Unadjusted Fixed Hourly Rate (from 4 above): _____
Positive differential (6C above): _____
10% of positive differential:*** _____

Adjusted Fixed Hourly Rate: \$ _____

Notes:

* Fringe benefits are sometimes stated as a flat dollar amount and as a percentage of the DBA wage rate. For example, Wage Rate = \$10.00 per hour, Fringe = \$1.50 + 5%. The flat amount is \$1.50 and the percentage amounts to $.05 \times \$10.00 = \0.50 per hour.

** Fringe benefits sometimes include days off for holidays and vacation days. Days off are converted to a dollar equivalent as follows:

Example: Employee receives 10 holidays and 2 weeks vacation. Total days off = 20 days.
 20 days @ 8 hours/day = 160 hours x DBA hourly wage (use \$10.00 from first note) = \$1,600.
 Hours per year: 52 weeks x 40 hours/week = 2,080 hours.
 Dollar equivalent of days off: $\$1,600 / 2,080 = \0.77 per hour.

*** The adjustment includes 10% of the positive differential to compensate the contractor for additional; payroll taxes and unemployment premiums required on the differential, which is additional raw wage.

ATTACHMENT 2

EMERGENCY & RAPID RESPONSE SERVICES FOR REGION 2

STATEMENT OF WORK

The contractor shall perform the services described below in Region 2 (New Jersey and New York) for emergency response, time-critical removals and rapid remedial actions, which include oil, petroleum, and hazardous substance releases. These responses shall be conducted under Section 104 of the "Comprehensive Environmental Response, Compensation and Liability Act of 1980 " (CERCLA) as amended by "Superfund Amendments and Reauthorization Act of 1986 " (SARA), Subtitle I of the "Resource Conservation and Recovery Act" (RCRA) as amended by SARA of 1986, the "Clean Water Act" as amended by the "Oil Pollution Act of 1990." The contractor may also be tasked to support EPA's role under the "Federal Response Plan" in instances of presidential-declared disasters pursuant to the "Robert T. Stafford Disaster Relief and Emergency Assistance Act" (Stafford Act.).

The contractor shall provide all personnel, materials and equipment as listed in contract Clause B-1 entitled, **FIXED RATES FOR SERVICES -- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**, to perform response actions. The contractor shall also provide personnel, materials, and equipment types other than specified in Section B of the contract when deemed to be necessary by the On-Scene Coordinator (OSC) to accomplish the response action.

Response Time Requirements:

- ▶ The contractor shall insure that removal response personnel and equipment are available for the performance of work within 48 hours, or a longer period if so stated in delivery orders.
- ▶ In the case of emergency response actions, the contractor shall be required to have a Response Manager, Health and Safety Officer and Field Clerk on site within 6 hours of receiving an emergency response notification (verbal delivery order). All required emergency response equipment must arrive within 12 hours of receipt of the emergency response notification. The contractor shall not be precluded from providing these services in less time than the required response time and may be requested, but not required, to provide these services in a shorter response time.

Performance Measure:

- ▶ The OSC will document the date and time of the contractor's arrival on site with the required personnel and equipment in response to individual delivery orders. Failure to meet the required response times may be considered in the evaluation of contractors for receipt of a subsequent delivery order and reported as a deficiency for past performance evaluation purposes.

The contractor shall take any action under the technical direction (as defined in the **TECHNICAL DIRECTION** clause) of the OSC or Project Officer, that may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of hazardous substances into the environment. All containment and clean-up activities will be conducted in accordance with the National Contingency Plan (40 CFR Part 300).

The Contracting Officer and/or the Designated Ordering Officers listed in contract clause G-1 entitled, **ORDERING BY DESIGNATED OFFICIALS**, will issue delivery orders on a 24 hour basis to a contractor designated, single point-of-contact (Program Manager), to initiate clean-up work. The OSC will direct (in accordance with the **TECHNICAL DIRECTION** clause of the contract) the execution of the delivery order in

conjunction with the contractor's assigned Response Manager for the specific clean-up action.

A. Program Manager Responsibilities:

The contractor shall designate a single point of contact (Program Manager) for coordination with the EPA Contracting Officer and Project Officer and shall be responsible for receiving and implementing all delivery orders issued under this contract. The Contractor shall:

1. Ensure that trained qualified personnel are provided for response activities and that the Response Managers are provided adequate resources to perform the clean-up activity. The contractor shall maintain communications and coordinate with the EPA Project Officer and Contracting Officer, including reporting problems encountered in performing delivery orders and implementing any special controls specified by EPA.
2. Manage personnel, equipment, and materials specified in Section B of the contract or in individual delivery orders with limitations specified therein, so that all items are available at any location within the response time limits specified in this Statement of Work. Provide for a 24-hour call center to afford Designated Ordering Officers timely access to clean-up services.
3. Receive, acknowledge and manage the implementation of delivery orders issued by the Contracting Officer and/or Designated Ordering Officers. Select personnel, equipment, materials and services as specified in the delivery order or included in technical direction issued by the OSC and provide supervision and administrative support to all Response Managers.
4. Maintain a response-by-response accounting of all costs incurred in accordance with generally accepted accounting practices and contract specific reporting requirements and control costs at all levels of work. Manage the preparation and submittal of all reports as specified in Section F of the contract.
5. Develop and manage a comprehensive program safety plan to protect all on-site personnel, including both the prime and subcontractors, in contaminated and uncontaminated areas. This plan shall be utilized in the preparation of all site safety plans. The plan shall be adaptable so as to work with other on-site contractors' safety plans, such that one overall site safety plan, approved by the OSC, could cover all personnel working on the site. Ensure that all applicable OSHA regulations for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.
6. Develop, implement and manage a quality assurance program that will ensure that all environmental measurements obtained under the contract are of known quality. Develop, implement, and manage a quality assurance project plan for each separate clean-up action in which environmental measurements will be made. Ensure that the performance of assigned tasks adheres to all quality assurance program and project plan requirements as well as EPA region-specific quality assurance requirements (OSWER Directive 9360.4-01).
7. Provide oversight/control of all subcontracting activities. Ensure that proper subcontracting procedures are followed and complete subcontracting documentation is provided to the OSC and

Contracting Officer.

8. Serve as a contact point for OSCs for providing the status of pending removal activities when the Response Manager is working at another site. Typical information requested by OSCs might be the status of analytical services or transportation and disposal arrangements, etc.
9. Attend contract status meetings with the Contracting Officer and Project Officer.

B. Response Manager Responsibilities:

The contractor shall designate an individual to serve as Response Manager for each delivery order. Each Response Manager shall be fully dedicated to the specific delivery order for the duration of the response unless substitutions are approved by the OSC or Project Officer. The Response Manager shall be the point of contact for on-scene coordination with the OSC and shall ensure that the management and execution of all clean-up activities are in exact accordance with the specifications of the delivery order. The Response Manager must be at the scene of a response action within the required response time as stated elsewhere in this Statement of Work. The Response Manager shall not be precluded from responding in less than the response time limits if approved by the OSC.

The specific on-site responsibilities of the contractor shall include the following:

1. Maintain communication and coordination with the OSC for the duration of a specific response, including reporting problems encountered in executing the clean-up activities.
2. When tasked in delivery orders, the contractor shall conduct on-scene surveys and develop detailed project work plans in coordination with the OSC.
3. Provide administrative support, supervision, and management of personnel, equipment, materials and services provided on-site.
4. Provide the OSC with a detailed accounting of all costs incurred at a specific site, utilizing the Removal Cost Management Software (RCMS) computer tracking system provided by EPA. If electrical power and computer are not available, a handwritten EPA Form 1900-55 is required. All handwritten 1900-55's must be entered into RCMS.
5. Supervise the quality of work done at the site and the qualifications of the contractor personnel performing the work. Ensure that the performance of sampling and analysis tasks adhere to all quality assurance, quality control and chain-of-custody procedures specified in the QA program and project plans and in accordance with EPA region-specific QA requirements (OSWER Directive 9360.4-01 and "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations - EPA QA/R-5").
6. Implement a site specific response action safety plan to protect all personnel in contaminated and uncontaminated areas. Insure that OSHA Hazardous Substance Response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors working on site.

The Contractor shall also perform the following functions:

C. Removal Operations

If specified in delivery orders, the contractor shall conduct an initial on-scene survey. The purpose of this survey shall be to gain sufficient on-scene familiarity with the delivery order statement of work to enable the contractor to propose a detailed work plan to accomplish the project in the most effective, efficient, and safe manner. The contractor shall be expected to present available options and make appropriate suggestions in the work plan to the OSC or Project Officer for their decision. The work plan shall define the types and quantities of personnel, equipment, and materials that would be needed, the proposed project schedule by sub-task, and an estimated budget. The contractor shall not begin work until the work plan has been approved in writing by the OSC. The contractor shall make every effort to mobilize all personnel, equipment, and materials from the nearest contractor office to the site.

The contractor shall take any actions, under the technical direction of the OSC, as may be required to mitigate or eliminate any hazard or damage to the environment resulting from a release or threat of release of oil or hazardous substance into the environment. These actions may include but shall not be limited to those conducted under the following removal phases:

1. Containment And Countermeasures

The contractor shall take actions, as directed by the OSC, to protect the public health and welfare. The following are examples of some, but not all, of the actions that the contractor may be required to perform:

- sample to determine the source, spread and disposal options of a release;
- contain the release at its source and prevent further acute flow of the pollutant;
- control the source of discharge;
- use chemicals or other materials to restrain the spread of the pollutant;
- place physical barriers to deter the spread of a pollutant;
- construct slurry trenches;
- place diversionary booms;
- earth moving;
- drum handling;
- containerize pollutants;
- divert streams;
- keep waterfowl and other wildlife away from the polluted areas;
- control water discharge from upstream impoundments;
- provide alternative drinking water supplies on a temporary basis;
- provide temporary housing for evacuees, including the relocation of both residential and commercial evacuees as deemed appropriate by the EPA and in accordance with applicable federal regulations;
- provide traffic, crowd, and navigation controls;
- provide security; and
- execute damage control or salvage operations.

2. Removal, Mitigation And Disposal

The contractor shall take actions as directed by the OSC to recover the pollutant from the affected media. The following are examples of some, but not all, of the actions that the contractor shall be required to perform:

- using chemicals for flocculation, coagulation, neutralization and separation;
- using biological treating agents;
- physical and chemical treatment of affected water and soil;
- using specialized equipment such as mobile carbon treatment systems;
- aerating affected media to selectively release volatile components;
- fixing or treating the polluted media in place,
- salvaging or destroying vessels,
- destroying contaminated equipment and facilities; and
- designation of explosive materials.

On-site treatment is the preferred method of mitigating the threat. When the work plan is submitted for OSC approval, on-site treatment should be proposed whenever cost effective and possible.

In lieu of or following any treatment action, physical collection of pollutants shall be accomplished followed by temporary storage prior to ultimate disposal. The following are examples of some, but not all, of the actions that the contractor may be required to perform:

- flushing contaminants from marsh areas followed by collection and holding;
- skimming materials from the surface of water;
- washing soils with subsequent collection and storage of recovered material;
- pumping contaminated groundwater with subsequent storage; and
- segregating waste chemicals at uncontrolled hazardous waste sites.

Following removal and temporary storage, the contractor shall dispose of any contaminated material consistent with all appropriate Federal, State, and local regulations, and EPA's off-site disposal rule (40 CFR 300.440). The EPA may request sampling and analysis for disposal purposes, using approved quality control procedures. The government has the option to accomplish analysis, transportation and disposal through this contract or through other contractual mechanisms at its' discretion. Disposal shall be conducted on-site or off-site. Disposal techniques shall include but may not be limited to: controlled or uncontrolled combustion, land disposal, fixation, injection, degradation, treatment, and recycling. The disposal options, as determined by EPA, shall include temporary storage and ultimate disposal. Depending on the material contaminated, disposal options may include demolition.

The contractor shall accomplish all storage, transportation, treatment, and disposal of pollutants and meet all regulatory, safety and environmental laws and regulations at the Federal, State, and local levels. The contractor shall be responsible for all necessary transportation and disposal permits. Transportation and disposal must be subcontracted pursuant to Section H of the contract.

At the time of any off-site treatment, storage or disposal, the contractor shall select a facility that meets the requirements of EPA's policy for off-site response actions. The contractor shall not utilize any facility that has not been verified for off-site treatment, storage or disposal of CERCLA wastes. This verification may be

obtained from the OSC or the Project Officer.

3. Restoration

The contractor shall, as directed by the OSC, conduct activities to repair or replace material damaged by the removal operation in order to restore the damaged environment to as near pre-response conditions as determined by the EPA. Such actions shall include, but not be limited to, restocking, regrading, re-seeding, replanting, and soil replacement.

4. Analytical

The contractor shall, as directed by the OSC, perform on-site and off-site analytical activities. These activities may require rapid turnaround (24 hours or less) to provide chemical and physical analyses or high sample quantity volume analyses, to include but not be limited to: pH, flash point, oxidation reduction, organic vapor analysis, sulfides, phenols and applicable disposal parameters as determined by the OSC. The contractor shall also perform related activities that include, but are not limited to, sample collection, storage, transportation, analysis and disposal, as determined by the OSC.

5. Quality Assurance Requirements

The contractor shall, as directed by the OSC, develop and implement, subject to EPA review and approval, an environmental measurements quality assurance program (QA Project Plan) which will ensure that environmental monitoring data of known quality is provided. The program will be in compliance with the guidance set forth in the document entitled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations-EPA QA/R5" and "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Updated versions will be provided to the contractor as they become available. At the request of the OSC, site specific plans shall be coordinated with other contractors working on-site, such that one site QA/QC plan is utilized for all site analytical activities.

The Project Officer and Quality Assurance Officer will review and approve the QA Project Plan, as stated in the "Other Deliverables" clause of the contract. EPA will determine, through this approval process, whether the proposed methods are consistent in nature and application with the methodology used in other Superfund contracts which generate analytical data. All analytical methods used for analysis done by fixed laboratories must be consistent with EPA protocols, National Enforcement Investigation Center protocols, and other analytical protocols as appropriate. The contractor shall use the Sample Shipment/ Tracking Record Form for all sample analysis (see QAMS-005-80). The QA Project Plan will be augmented by site-specific Sampling QA/QC Plans (see OSWER Directive 9360.4-01). The contractor shall provide QA/QC data to the OSC upon request.

The program will consist of both an auditing and a corrective function. The auditors will report directly to contractor corporate management. Corporate management will then be expected to bring the firm's

resources to bear on the solution of any problems encountered. EPA will periodically perform QA systems audits during the life of this contract.

6. Technical Support of Government Enforcement Proceeding

The contractor, as directed by the OSC, shall provide technical support and services for government enforcement proceedings against owners or operators of uncontrolled hazardous substance disposal sites or against generators and transporters of the hazardous substances present at those sites where emergency response actions have been required under this contract.

Such enforcement proceedings may be directed toward obtaining an injunction against continued use of the site, an order to undertake removal action, or recovery of costs incurred by the Government in undertaking such actions. The contractor shall ensure that all necessary data is collected and that proper chain-of-custody procedures (see Table II of Attachment 1) required to support court proceedings are observed. Examples of enforcement support effort are as follows:

- a. Retaining and storing all contract site records, including employee related records such as time sheets, baseline data regarding work related physical examinations and other work related data, for a period of ten years after final payment in lieu of the three years required by the contract clause FAR 52.215-2, AUDIT AND RECORDS-NEGOTIATION. The contractor shall provide the Contracting Officer or any representative of the Contracting Officer with full access to these records during the ten year period. See Special Contract Requirement, "Retention and Availability of Contractor Files," Section H of the contract.
- b. Providing testimony during enforcement proceedings for a given site for which the contractor provided services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes. Affidavits and depositions may be required. See Special Contract Requirement, "Testimony" Clause.

TABLE I
LEVELS OF PERSONAL PROTECTIVE EQUIPMENT

LEVEL A
PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Fully encapsulating chemical-resistant suit.
Coveralls (optional).
Underwear, long cotton underwear (optional).
Gloves, outer, chemical-resistant.
Gloves, (inner), chemical-resistant.
Boots, chemical-resistant, steel toe and shank. Depending on the suit worn, the boot may be worn over or under the suit boot.
Hard hat under suit (optional).
Disposable protective suit, gloves and boots (optional) to be worn over the fully encapsulating suit.
Two-way radio communications, intrinsically safe.
Egress system.

LEVEL B
PERSONAL PROTECTIVE EQUIPMENT

Pressure-demanded, self-contained breathing apparatus (MSHA/NIOSH approved).
Chemical-resistant clothing: (overalls and long-sleeved jacket, coveralls (hooded), one or two piece chemical splash suit, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical-resistant.
Boots (outer) chemical-resistant, steel toe and shank.
Boots (outer) chemical-resistant, disposable (optional).
Hard Hat (face shield optional).
Two way radio communications, intrinsically safe.
Egress system.

LEVEL C
PERSONAL PROTECTIVE EQUIPMENT

Full face air purifying respirator canister, canister equipped (MSHA/NIOSH approved).
Chemical-resistant clothing: (one piece hooded coverall, two piece chemical splash suit, chemical-

resistant hood and apron, disposable chemical-resistant coveralls).
Coveralls (optional).
Gloves (outer) chemical-resistant.
Gloves (inner) chemical resistant.
Boots, steel toe and shank, chemical-resistant.
Boots (outer, chemical-resistant, disposable, (optional)).
Hard Hat (face shield optional
Escape mask.
Two way radio communications, intrinsically safe.

LEVEL D
PERSONAL PROTECTIVE EQUIPMENT

Coveralls
Gloves (optional)
Boots/shoes, safety or chemical-resistant, steel toe and shank.
Boots outer, chemical resistant (optional).
Safety glasses or chemical splash goggles (optional).
Hard hat, (face shield optional).
Escape mask.

TABLE II

CHAIN OF CUSTODY

CONTENTS

- 2.0 SCOPE
- 3.0 DEFINITIONS
- 4.0 RESPONSIBILITIES
- 5.0 GUIDELINES
 - 5.1 OVERVIEW
 - 5.2 SAMPLE IDENTIFICATION
 - 5.2.1 Sample Identification Tag
 - 5.2.2 Sample Label
 - 5.3 CHAIN-OF-CUSTODY PROCEDURES
 - 5.3.1 Field Custody Procedures
 - 5.3.2 Transfer of Custody and Shipment
 - 5.3.3 Receipt for Samples Form
- 6.0 REFERENCES
- 7.0 SAMPLE FORMS

CHAIN OF CUSTODY

1.0 The purpose of this guideline is to provide information on chain-of-custody procedures as used under the Alternate Remedial Contract Strategy (ARCS) Program.

2.0 This guideline describes the steps necessary for transferring samples through the use of Chain-of-Custody Records. A Chain-of-Custody record is required, without exception, for the tracking and recording of all samples collected for on-site or off-site analysis (chemical or geotechnical) during Program activities. Use of the Chain-of-Custody Record Form creates an accurate written record that can be used to trace the possession and handling of the sample from the moment of its collection through analysis and its introduction as evidence in a legal proceeding. This guideline identifies the necessary custody records and describes their completion.

This guideline does not take precedence over region-specific or site-specific requirements for chain-of-custody.

3.0 DEFINITIONS

Chain-of-Custody Record Form - A Chain-of-Custody Record Form is a printed two-part form that accompanies a sample or group of samples as custody of the sample(s) is transferred from one custodian to the subsequent custodian. Attachments show the Chain-of-Custody records used by EPA Region II. A Chain-of-Custody Record Form is a controlled document, provided by the Regional II office of EPA. One copy of the form must be retained in the project file.

Controlled Document - A consecutively-numbered form released by for use on a particular work assignment. All unused forms must be returned or accounted for at the conclusion of the assignment.

Custodian - The Person responsible for the custody of samples at a particular time, until custody is transferred to another person (and so documented), who then becomes custodian. A sample is under your custody if:

- ! You possess the sample.

- ! It is in your view, after being in your physical possession.
- ! It was in your physical possession and then you lock it up to prevent tampering.
- ! You have designated and identified a secure area to store the sample.

Sample - A sample is physical evidence collected from a facility or the environment, which is representative of conditions at the point and time that it was collected.

4.0 RESPONSIBILITIES

Field Operations Leader - Responsible for determining that the chain-of-custody procedures are implemented from the time the samples are collected to their release to the shipper.

Field Samplers - Responsible for initiating the Chain-of-Custody Record and maintaining custody of samples until they are relinquished to another custodian, to the shipper, or to the common carrier.

Remedial Investigation Leader - Responsible for determining that chain-of-custody procedures have been met by the sample shipper and analytical laboratory.

5.0 GUIDELINES

5.1 OVERVIEW

The term "chain-of-custody" refers to procedures which ensure that evidence presented in a court of law is what it is represented to be. The chain-of-custody procedures track the evidence from the time and place it is first obtained to the courtroom. These procedures also provide an auditable trail for the evidence as it is moved and/or passes from the custody of one individual to another. In addition, procedures for consistent and detailed records facilitate the admission of evidence under Rule 803(b) of the Federal Rules of Evidence (P.L. 93-575).

Chain-of-custody procedures, record keeping, and documentation are an important part of the management control of samples in the EPA. Regulatory agencies must be able to provide the chain of possession and custody of any samples that are offered for evidence, or that form the basis of analytical test results introduced as evidence. Written procedures must be available and followed whenever evidence samples are collected, transferred, stored, analyzed, or destroyed.

5.2 SAMPLE IDENTIFICATION

The following information shall be written in the sample log book when in-situ measurement or samples for laboratory analysis are collected:

- ! location of station and station number
- ! date and time of measurement
- ! samples taken if any
- ! field observations
- ! level of personnel Protection (if required)
- ! equipment used to make physical measurements and collect samples

Measurements and observations shall be recorded using black, waterproof ink.

5.2.1 Sample Identification Tag

Samples, other than in-situ measurements, are removed and transported from the sample location to a laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Sampling Plan. Each sample container is identified by a Sample Identification Tag (see sample form). A Sample Identification Tag must be used for samples collected for CLP (Contract Laboratory Program) analysis in EPA Region II. The Sample Identification Tag is a white, waterproof Paper label, approximately 3-by-6 inches, with a reinforced eyelet, and string or wire for attachment to the neck of the sample bottle. The Sample Tag is a controlled document, and is provided by the EPA Region II Office. The field sampler completes the sample tag and attaches the sample tag to the field sample container. Following sample analysis, the Sample Tag is retained by the laboratory as evidence of sample receipt and analysis.

The following information is recorded on the tag:

" Project Code	EPA ERRS Delivery Order number.
" Station Number	A number assigned by the sampling team's field operations leader.
o Month Day Year	A six-digit number indicating the month, day and year of collection; e.g. 12/21/93.
o Time	A four-digit number indicating the 24-hour time of collection (for example 0954 is 9:45 am, and 1629 is 4:29 pm)
o Designate: Composite/Grab	Designate the sample as either grab or composite.
o Station Location	Site-specific station location designation defined in Field Operation Plan.
o Samplers	Signature(s) of sampler(s) on the project team.
o Preservative	Yes or No.
o Analyses	Check appropriate box(es)
o Remarks	CLP Case No/SAS No and CLP sample number and any pertinent comments are recorded.
o Lab Sample No.	Reserved for laboratory use The tag is then tied round the neck of the sample bottle.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the tag attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the tag, as this may compromise the quality control function.

5.2.2 Sample Label

A sample label is utilized when the Sample Identification Tag is not available and for samples, other than in-situ measurements, which are removed and transported from the sample location to a non-CLP laboratory or other location for analysis. Before removal, however, a sample is often divided into portions, depending upon the analyses to be performed. Each portion is preserved in accordance with the Field Sampling and Analysis Plan. Each sample container is identified, when appropriate, by a Sample Label (see sample form).

- o Project EPA Delivery Order Number.
- o Sample Number The project sample number identifying this sample.
- o Date A six-digit number indicating the month, day and year of collection; e.g. 12/21/85.
- o Time A four-digit number indicating the 24 hour time of collection (for example 0954 is 9:54 a.m., and 1629 is 4:29 p.m.).
- o Medium Water, Soil, Sediment, Sludge, Leachate, etc.
- o Sampler Type Grab or Composite
- o Preservative Type, quantity, and concentration of Preservative added.
- o Analyses Same as analyses on Sample Identification Tag (see Section 5.2.2).
- o Sampled By Signature(s) of sampler(s) on the project team.
- o Lab # The receiving laboratory assigns the lab to the sample label (this number is not to be used for on-site analyses).
- o Remarks If for CLP analysis, include the CLP Case or SAS number, and CLP sample number from the traffic report, SAS Packing List, or Dioxin Shipment Record (see Guideline FT-7.04). Also, pertinent observations of the sampler (e.g., sequence number for sequential samples).

The sample label is attached to the sample container by punching a hole in the top corner of the label and slipping a rubberband through the hole. The rubberband and not the sample tag is wrapped around the sample container.

If the sample is to be split, it is equally divided into two similar sample containers. Identical information is completed on the label attached to each split and both of these are marked "Split" on the "Remarks" line.

Blank, duplicate, or field spike samples shall not be identified as such on the label or tag, as this may compromise the quality control function. Sample blanks, duplicates, spikes and splits are defined in Guideline FT-I.OI.

5.3 CHAIN-OF-CUSTODY PROCEDURES

After collection, separation, identification, and preservation, the sample is maintained under chain-of-custody procedures until it is in the custody of the analytical laboratory and has been stored or disposed of.

5.3.1 Field Custody Procedures

1. Samples are collected as described in the site-specific sampling plan. Care must be taken to record precisely the sample location and to ensure that the sample number on the label exactly matches those numbers on the sample log sheet and the Chain-of-Custody Record.
2. The person undertaking the actual sampling in the field is responsible for the care and custody of the samples collected until they are properly transferred or dispatched.
3. When photographs are taken of the sampling as part of the documentation procedure, the name of the photographer, date, time, site location, and site description are entered sequentially in the site log book description as photos are taken. Once developed, the photographic prints shall be serially numbered, corresponding to the log book descriptions.

4. Sample labels shall be completed for each sample, using waterproof ink unless prohibited by weather conditions, e.g., a log book notation would explain that a pencil was used to fill out the sample label because a ballpoint pen would not function in freezing weather.

5.3.2 Transfer of Custody and Shipment

Samples are accompanied by a Chain-of-Custody Record Form. The Chain-of-Custody Form should be obtained from the EPA Region II Office (see form attached). When transferring the possession of samples, the individuals relinquishing and receiving will sign, date, and note the time on the Record. This record documents sample custody transfer from the sampler, often through another person, to the analyst in the laboratory. The Chain-of-Custody Record is filled out as follows:

1. Name of Unit and Address:.....Region II, Delivery Order No., the CLP Case/SA number.
2. Sample Number: Enter the CLP sample number from the traffic report, the SA Packing List number, or Dioxin Shipment Record.
3. Number of Containers: Enter the number of containers with the same CLP sample number, SA packing List number or Dioxin Shipment Record.
4. Description of Samples: Enter the analyses to be performed, the sample matrix (soil, water sediment), concentration (low, medium, high), size and type of container (e.g., 8 oz. glass), and the site-specific sample identification/station number.
5. Person Assuming Responsibility for Sample: Field Operation Leader or Appointed Designee. This name should be the same as the one on the Traffic Report/SA Packing List.
6. Time: Military Time.
7. Date: Month / Day / Year
8. Sample Number: Write "All Listed Above".
9. Relinquished By: Same name as person assuming responsibility.
10. Received By: Name of the Carrier (e.g., UPS, Federal Express) and the bill-of-lading or air bill number.
11. Time, Date: Estimate of when the samples will be relinquished.
12. Reason for Change of Custody: Write "Sample Shipping"
13. Top copy of Chain-of-Custody record is sent to SMO, the second copy is sent to EPA Region II office, the third and fourth copies are placed in a plastic bag with other shipping documents and taped to the inside lid of the Shipping container cooler). A legible xerox copy of the COC Record is sent to the....., and another legible copy is retained for the Project Files.
14. The name on the air bill should be the same as the name of the relinquisher.

The custody record is completed using black waterproof ink. Any corrections are made by drawing a line through and initialing and dating the change, then entering the correct information. Erasures are not permitted.

Common carriers will usually not accept responsibility for handling Chain-of-Custody Record Forms; this necessitates Packing the record in the sample container (enclosed with other documentation in a plastic zip-lock bag). As long as

custody forms are sealed inside the sample container and the custody seals are intact, commercial carriers are not required to sign off on the custody form.

A chain-of-custody is completed for every shipping container (cooler) within a shipment from the field to the laboratory.

The laboratory representative who accepts the incoming sample shipment signs and dates the Chain-of-Custody Record, completing the sample transfer process. It is then the laboratory's responsibility to maintain internal log books and custody records throughout sample preparation and analysis.

Proper custody procedures includes using an EPA Chain-of-Custody Seal. It is used to prevent tampering with samples after they have been collected in the field. Custody seals are provided by the EPA Region II Office on an as-needed basis. The custody seal is a 1 by 3 inch white paper label with black lettering and an adhesive backing. Attachment D is an example of a custody seal. The custody seal is placed over the lid of each sample container in such a manner that to open the sample container would require breaking the custody seal. The information recorded on the custody seal for sample container is as follows:

- o Case No./SA No.
- o CLP Sample Number from the Traffic Report, SA Packing List or Dioxin Shipment Record.
- o Signature of the person who took the field sample.
- o Title of the person who took the field sampling.
- o The dated custody seal is placed on the sample container.

Shipping containers (coolers) should be secured to ensure samples have not been disturbed during transport by using nylon strapping tape and EPA custody seals. The custody seals should be placed on the containers so that they cannot be opened without breaking the seal. The information required on the custody seal for shipping containers (coolers) is the Case No., SA No., signature of person assuming responsibility for sample(s), and date of packaging the shipping containers (coolers).

Complete other carrier-required shipping papers.

5.3.3 Receipt for Samples Form

Whenever samples are split with a private Party or government agency, a separate Receipt for Samples Record Form is prepared for those samples and marked to indicate with whom the samples are being split. The person relinquishing the samples to the party or agency shall require the signature of a representative of the appropriate party acknowledging receipt of the samples. If a representative is unavailable or refuses to sign, this is noted in the "Received by" space. When appropriate, as in the case where the representative is unavailable, the custody record should contain a statement that the samples were delivered to the designated location at the designated time. This form must be completed and a copy given to the owner, operator, or agent-in-charge even if the offer for split samples is declined. The original is retained by the Field Operations Leader.

6.0 REFERENCES

USEPA, December, 1988. User's Guide to the Contract Laboratory Program, Office of Emergency and Remedial Response, Wash., D.C.

Program Guideline FT-7.04 - Management of Sampling and Required Forms

ATTACHMENT 3

EQUIPMENT SPECIFICATIONS

EQUIPMENT SPECIFICATIONS

RCMS #1-09-10: Car - Passenger

Four door passenger sedan with 6 cylinder engine, automatic transmission, power steering, AM/FM radio, air conditioning.

RCMS #1-36-10: Truck - Pickup - 2-wheel drive

Two-wheel drive pickup truck, automatic transmission, air conditioning, towing package, power steering, 8 cylinder engine.

RCMS #1-36-20: Truck - Pickup - 4-wheel drive

Four-wheel drive pickup truck, automatic transmission, air conditioning, towing package, power steering, 8 cylinder engine.

RCMS #1-45-20: Truck - Stake bed - 2 ton

Diesel engine, 16 ft., two ton stake bed truck.

RCMS #1-54-30: Truck - Van - Passenger

Full size passenger van, equipped with a minimum of two rear seats (removable), capable of carrying a minimum of eight persons, air conditioning, power steering, AM/FM radio.

RCMS #2-10-10: Trailer - Cargo - 8 ft.

8 ft. cargo trailer, transportable by standard pickup truck.

RCMS #2-20-40: Trailer - Decontamination - with showers*

- o 40' enclosed, self-contained decontamination trailer, climate controlled with HEPA filtered make-up air,
- " constructed of aluminum or fiberglass reinforced plywood with non-skid floors,
- " electric and/or LP water heater,
- " showers (minimum of two),
- " must be equipped to provide compliance with applicable NIOSH regulations, OSHA 29 CFR 1910.120 and 1910.141 where appropriate,
- " two utility sinks with mirrors, potable and gray water storage tanks,
- " fire extinguisher, eye wash, emergency shower, first aid kit,
- " electrical outlets and phone jacks, 200 amp, 220 Volt and 110 Volt electric.

RCMS #2-45-10: Trailer - Lowboy - 9 ton

No additional description required.

RCMS #2-45-20: Trailer - Lowboy - 20 ton

No additional description required.

RCMS #2-50-A1: Trailer - Mobile - Laboratory*

- " 20' x 8' mobile laboratory trailer with HVAC and ceiling vent fans,
- " two doors with dead bolt locks,
- " 36" fume Hood (laboratory),
- " chemical resistant counter top and flooring,

- " GC and AA vent systems,
- " flammable and acid storage cabinets,
- " fire extinguisher, eye wash, emergency shower, first aid kit,
- " stainless steel sink and contained waste water,
- " electrical outlets, 200 amp, 220 V and 110 V electric and phone jacks,
- " desk and filing cabinet,
- " work benches must have storage cabinets below,
- " sample and standards refrigerator.

RCMS #2-55-30: Trailer - Office - 10' x 60'*

- " 10' x 60' office trailer equipped with 100 amp electrical hookup, HVAC, service grade tile flooring, (telephone jacks if already in place).
- " trailer will be partitioned with an office on either end. Offices equipped with desks, filing cabinets and overhead shelves. The middle area of trailer will have a plan table.

RCMS #2-60-10: Trailer - Response - Emergency*

- " 28 ft. dual axle trailer, must be transportable via standard pickup truck. Fiberglass reinforced plywood or aluminum construction
- " equipped with interior lighting
- " multiple shelving (or cabinets) to accommodate personal protective equipment, respiratory protection, tools and any other equipment to contain or cleanup a Hazmat spill
- " fire extinguisher, emergency eye wash, first aid kit
- " electrical outlets and phone jacks, 200 amp, 220 V and 110 V electric

* All trailers must arrive on-site equipped with stairs.

RCMS #3-01-10: Heavy Equipment - Backhoe

Case 580, CAT 416/426, Deere 310C, JCB 1400B or equivalent.

RCMS #3-30-35: Heavy Equipment - Excavator

Deere 700, CAT E70b, Kobelco K903-11, Komatsu PC60-6, Kubota HK-170 or equivalent.

RCMS #3-30-55: Heavy Equipment - Excavator

CAT 215C, CAT EL200B, Case 1088, Deere 690DLC, Dresser 6200LC, Hitachi EX200LCBH, Kobelco K907LC-II, Komatsu PC200LC-5, Liebherr R912, Link Belt LS2800-11 or equivalent.

RCMS #3-35-10: Heavy Equipment - Forklift - Small

- " Propane or Gasoline powered straight mast forklift, pneumatic tires, 3000 lb. capacity. Caterpillar GP15 or equivalent.
- " Must meet or exceed all requirements of American National Standards Institute (ANSI) B56.1-Part III, Safety Standards for Powered Industrial Trucks.

RCMS #3-35-12: Heavy Equipment - Forklift - Large

- " Diesel, Gasoline or Propane powered straight mast forklift, 8000 lb. capacity. Caterpillar GP40 or equivalent.
- " Must meet or exceed all requirements of American National Standards Institute (ANSI) B56.1-Part III, Safety Standards for Powered Industrial Trucks.

RCMS #3-35-A2: Heavy Equipment - Forklift - Rough Terrain

- " Standard straight mast, diesel powered, 6,000 lb. capacity, four-wheel drive, CAT R60, 4WD or equivalent with pneumatic tires.
- " Must meet or exceed all requirements of American National Standards Institute (ANSI) B56.1-Part III, Safety Standards for Powered Industrial Trucks.

RCMS #3-45-31: Heavy Equipment - Drum Grappler - Hydraulic 360

- " Hydraulic 360° drum grapppler,
- " Hydraulic operation of clasp and rotation functions,
- " Compatible with and capable of usage by a tracked excavator, i.e., CAT 215 or equivalent, without in- field modification of hydraulics, boom or grapppler unit,
- " Unit shall have keyed or designed "stops" on the hydraulics to prevent crushing of drums,
- " Unit shall have solid steel plate grasp structures to funnel any blasts vertically upward upon contact with drums.

RCMS #3-55-10: Heavy Equipment - Loader/track

Deere 455G, CAT 931, Case 455C, Dresser 100G, Komatsu D315-18, or equivalent, 1 cu. yd

RCMS #3-55-40: Heavy Equipment - Loader/track

CAT 951/953/955, Case 1155E, Deere 655B, Dresser 175C, Komatsu D535/D575, or equivalent, 2 cu. yd.

RCMS #3-55-60: Heavy Equipment - Loader/track

CAT 973, Dresser 250E, Komatsu D755-5, or equivalent, 3 cu. yd.

RCMS #3-60-30: Heavy Equipment - Loader/wheel

CAT 926E, Case 261, Deere 544E, Dresser 515C, Komatsu WA189-1, or equivalent, 2 cu. yd.

RCMS #3-95-10: Heavy Equipment - Uniloader w/bucket

Bobcat 743 or equivalent, diesel engine, equipped with blast shield, 0.5 cu. yd.

RCMS #3-95-45: Heavy Equipment - Uniloader w/backhoe attachment

Bobcat 743 or equivalent, diesel engine, equipped with blast shield, 0.5 cu. yd.

RCMS #5-01-A1: Safety/Monitor - Sulfide Monitor

- " Continuous display hydrogen sulfide monitor with LCD digital readout,
- " Audible and visible alarm, dual level alarm, fully adjustable,
- " 1 ppm minimum detectable concentration. 0-100 ppm measurement range (minimum). EEX ib IIC T6, intrinsic safety approval.

RCMS #5-01-12: Safety - Meter - Explosion/Oxygen

- " Portable combustible gas and oxygen meter, capable of simultaneously monitoring % LEL and % oxygen,
- " Audible and visual alarm at 10% LEL and when level of oxygen drops below 19.5% or rises above 22%,
- " 5' sample hose attachment and non-sparking extension probe,
- " Intrinsically safe Class I, Division I Groups C and D and non-incentive for Class I, Division 2

Groups A, B, C, and D.

RCMS #5-01-20: Safety - Meter Hnu (PID)

- " Portable photoionization detector,
- " Calibration kit,
- " Interchangeable probes or lamps to detect widest range of compounds,
- " FM approved as intrinsically safe Class I, Division I Groups, A, B, C and D,
- " Spare battery and battery charger.

RCMS #5-01-25: Safety Meter/monitor - OVA (FID)

- " Portable flame ionization detector, direct readout,
- " Audible alarm,
- " FM approved, as intrinsically safe for Class I, Division I, Groups A, B, C, and D.

RCMS #5-01-45: Safety - Meter/monitor cyanide

- " Continuous display hydrogen cyanide monitor, LCD digital readout,
- " Audible and visible alarm, dual level alarm pre-set by user,
- " Intrinsically safe.

RCMS #5-15-10: Safety - Radio - hand-held

- " Motorola HT-600 portable two-way radio or equivalent with base station charger. Radio should have a clear plastic case to minimize contamination,
- " 1 mile range,
- " Approved by factory mutual as non-incentive - for use in Class I, Division 2, Groups A, B, C, and D,
- " 6 channel universal,
- " Must meet U.S. Government military standards 810C and 810D for pressure, temperature, solar radiation, rain, humidity, salt fog, dust, vibration and shock. Must also meet the Electronic Industry Association RS316B electrical and mechanical specifications.

RCMS #7-21-10: Field Equipment - Compressor/Air - 185 CFM

Air compressor - diesel 185 CFM, 70 HP. Ingersoll-Rand 185WJD or equivalent. Must meet all applicable noise codes, trailer mounted.

RCMS #7-23-20: Field Equipment - Computer - Portable PC

Pentium computer, 233Mhz or better, 120 MB hard drive, 4 MB RAM, mouse, CD and floppy drive; one 1.2 MB - 5 1/4 inch and one 1.44 MB-3½ inch, DOS 5.0 or higher, EGA or VGA color monitor, 2400 baud modem.

RCMS #7-23-40: Field Equipment - Computer Printer

LaserJet PC compatible, 300 dpi resolution, 250 sheet letter cassette, 2 MB RAM, automatic sheet feeder.

RCMS #7-31-10: Field Equipment - Copier

Automatic feed, two-sided capability, stapling, size reduction and enlargement.

RCMS #7-38-A1: Field Equipment - Drum Tipper

No additional description required.

RCMS #7-45-10: Field Equipment - Facsimile Machine

Plain paper, programmable CCITT Group 3 and Group 2 compatible, 30 page document feeder, paper cassette should hold up to 250 sheets of letter or legal paper. Murata F-70 or equivalent.

RCMS #7-51-A1: Field Equipment - Generator - 10 KW

Diesel powered, 10 KW towable generator. Engine must be enclosed in a weather resistant, sound attenuated, steel housing. Minimum of four receptacles: two 20 amp, 120 V; one 30 amp, 240 V; and one 50 amp, 240 V.

RCMS #7-51-05: Field Equipment - Generator - 5 KW

Portable gasoline powered generator 5000 Watts, must have: two 20 amp 120 V outlets and one 240 V 20 amp twist lock outlet, resettable circuit breaker, USDA spark arrest muffler, low oil shutoff system. 11 HP engine. Honda EG5000X, Kohler 5MBM65 or equivalent.

RCMS #7-53-10: Field Equipment - Heating Unit

Propane-fired salamander type radiant heater capable of producing 100,000 BTU minimum. Unit must be portable. All steel construction. Unit shall have fuel capacity to run at least four hours without refueling.

RCMS #7-90-20: Field Equipment - Steam Jenny

Portable, electric or oil fired, 100 psi, high limit safety temperature control, pressure relief valve, wand, 20 ft. steam hose, temperature, chemical and oil resistant.

RCMS #7-93-10: Field Equipment - Telephone - Cellular mobile

Compact mobile telephone designed to be operated from cigarette lighter of car or rechargeable battery, 3 watts power, back-lit keypad, hands free operation option. Motorola CP250 or equivalent.

RCMS #7-96-08: Field Equipment - Water Laser - MED pressure (2,500-5,000 psi)

2,500-5,000 psi, gasoline powered, mounted on roll cage cart with pneumatic tires. 40' hose with quick coupler. Hose must be oil, temperature, and detergent resistant, spray wand, low oil shutdown.

RCMS #8-18-20: Pump - Double Diaphragm - 2 inch

Portable air powered double diaphragm pump, self priming, 2 inch outlet, variable flow rate, corrosion resistant clamps and fasteners (stainless steel). Inlet and outlet ports must rotate 360°. Center body material constructed of a suitable alloy, wetted part constructed of a corrosion resistant alloy.

RCMS #8-18-30: Pump - Double Diaphragm - 3 inch

Portable air powered double diaphragm pump, self priming, 3 inch outlet, variable flow rate, corrosion resistant clamps and fasteners (stainless steel). Inlet and outlet ports must rotate 360 degrees. Center body material constructed of a suitable alloy, wetted part constructed of a corrosion resistant alloy.

RCMS #8-51-A1: Pump - Submersible - 1.5 inch

Electric submersible pump, 1.5 inch discharge, 1/3 HP, 115V, with 25' cable.

RCMS #8-51-10: Pump - Submersible - 2 inch

Electric submersible pump, 2 inch discharge, 1 HP, 115V, with 50' cable.

RCMS #8-54-15: Pump - Trash - 3 inch

Portable gasoline powered 3 inch trash pump with wrap around tubular steel frame, 8 HP engine, self priming, 4 qt. fuel tank. Must be capable of handling solids, such as stones, sticks, mud, sand and gravel up to 1½" diameter (up to 25% by volume). Pump must be constructed to allow easy clean out without removing hoses.

ATTACHMENT 4

PERSONNEL DESCRIPTIONS & QUALIFICATIONS

PERSONNEL DESCRIPTIONS AND QUALIFICATIONS

PROGRAM MANAGER:

The Program Manager shall have the following minimum qualifications and experience:

- M.S. degree in Science or Engineering, with a minimum of six years experience; or
- B.S. degree in Science or Engineering, with a minimum of eight years experience;

The Program Manager's experience shall be in the area of chemical clean-up activities, hazardous chemical waste site clean-up and disposal activities, or other disciplines directly related to the requirements of this contract. A minimum of four years of the required expertise shall be in supervising multi-disciplinary professionals.

RESPONSE MANAGERS:

The Response Managers shall have the following minimum qualifications and experience:

Shall have a minimum of four years of experience (a BS degree in Engineering or Science may be substituted for one year experience) at a hazardous waste site. At least three years shall be in a supervisory role related to hazardous waste site activities.

Response Managers shall have experience with activities conducted on hazardous waste sites. The experience must consist of direct, on-scene, multi-discipline field experience in chemical clean-up activities, hazardous waste site clean-up and waste disposal activities. At a minimum, Response Managers must have experience in the following:

1. Direct supervision of multi-disciplinary clean-up personnel;
2. Development of work plans and detailed cost estimates, including a breakdown of all personnel required, all equipment, and all transportation and disposal costs;
3. Familiarity with fulfilling all OSHA requirements and preparation of site safety plans;
4. Knowledge of subcontracting protocol required for all labor, equipment, materials and tasks which may be required for this RFP. Subcontracting includes receiving and preparing bid packages;
5. Coordinate the transportation and disposal of hazardous waste, including scheduling, packaging, labeling, manifesting and loading of trucks;
6. Knowledge of QA/QC, OSHA, DOT transportation requirements and RCRA/CERCLA hazardous waste disposal regulations.

FOREMAN:

Shall have a minimum of three years of direct on-scene field experience in chemical clean-up activities and hazardous waste site clean-up and disposal activities. Will direct and oversee response activities of on-site clean-up crews at the direction of the Response Manager. Shall have a minimum of 18 months experience in directing both general labor and hazardous substance personnel. Shall have a basic knowledge of heavy equipment operation and field construction disciplines relative to this contract. Must be trained for work using all levels of personal protective equipment.

FIELD CLERK:

Performs general clerical duties such as typing, filing, faxing, duplicating, and answering telephones. Prepares and reconciles contractor daily cost reports (EPA Form 1900-55) using the EPA Removal Cost Management System (RCMS). Procures materials and subcontracted services, assuring that all applicable contractual requirements are met and fully documented.

INDUSTRIAL HYGIENIST/SAFETY ENGINEER:

Possesses a B.S. degree in industrial hygiene, environmental health science, or biology and has a minimum of two years experience as an Industrial Hygienist/Safety Engineer at hazardous waste sites where they implemented site-specific health plans. Shall develop and oversee site health and safety plans as per Agency and OSHA requirements and guidelines, requiring application of engineering principles and technology to control conditions contributing to occupational hazards. Must be trained for work in all levels of personal protective equipment levels.

CLEANUP TECHNICIAN:

Performs labor related to sampling and cleanup of hazardous waste. Applies technical skill in handling hazardous substance. Is trained for work using all levels of personal protective equipment.

CHEMIST/ORGANIC:

Shall possess a B.S. degree in Chemistry and shall have a minimum of (1) one year experience at hazardous waste sites as a chemist or chemical technician. Develops sampling plans to determine the extent of the clean-up required. Conducts or oversees sampling and analyses of soil, water, air and other solids and liquids to determine the concentration of hazardous substances present on a site. Follows chain of custody procedures including documentation. Analyzes sampling results. Performs or oversees Hazcatting and characterization of unknowns for bulking of waste streams. Prepares or assists with the preparation of Material Profile Data Sheets for waste streams to be sent to disposal facilities. Has up to date knowledge and status on disposal facilities used under this contract.

TRANSPORTATION AND DISPOSAL SPECIALIST:

Shall possess a B.S. degree in Chemistry with an emphasis in organic chemistry and must have a minimum of one year prior experience with the arrangement of transportation and disposal which includes; 1) development of work plan and cost estimates regarding sampling, characterization, bulking and sample analyses; 2) completion of material profile sheets; 3) filling out labels, manifests and specifying placards in accordance with DOT regulations; 4) knowledge of RCRA and Land Disposal Restrictions; 5) knowledge and status of disposal facilities.

HEAVY EQUIPMENT OPERATOR:

Shall have a minimum of six months experience in operating heavy equipment. Shall be trained for work in all levels of personal protective equipment. Must have attended a general safety course given in-house.

CHEMICAL TECHNICIAN:

Must have a minimum of one year experience as a cleanup technician at hazardous waste sites and

must have attended at least one chemistry course. Must also be knowledgeable in QA/QC. Assists organic chemist in the sampling and analysis of soil, air, water and other solids and liquids, preparation of samples for shipment and the characterization of unknowns for bulking. Uses the HazCat kit for screening analyses.

CHEMICAL ENGINEER:

Shall possess a B.S. degree in Chemical Engineering and shall have a minimum of one year "hands-on" experience in the chemical industry. Applies chemical engineering principles to solve hazardous waste response problems. Develops sampling plans. Develops response/cleanup alternatives, and evaluates them in terms of cost effectiveness, feasibility and public acceptability. Designs and plans unit operations such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and cost. Prepares technical requirements for requests for proposals.

TRUCK DRIVER:

Operates several kinds of trucks used for transportation of equipment, materials and supplies. Must be skilled to operate trucks in small spaces. Must also be able to load and "drive-off" backhoes, etc. from the truck trailer. Must have attended a General Safety course and must possess a valid state drivers licence appropriate for the types of vehicles.

MANDATED TRAINING:

All personnel with the exception of Truck Driver, shall have successfully completed the training requirement for hazardous waste site work in accordance with OSHA 29 CFR 1910.120.

ATTACHMENT 5

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL,
OSWER DIRECTIVE 9360.4-01 (APR 1990)

ATTACHMENT 6

EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLAN FOR ENVIRONMENTAL DATA OPERATIONS

ATTACHMENT 7

THE OFF-SITE DISPOSAL RULE

ATTACHMENT 8

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS

ATTACHMENT 9

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals.

Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 10

INSTRUCTIONS FOR PREPARING SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLANS

ATTACHMENT 11

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of

Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 12

DEPARTMENT OF LABOR WAGE DETERMINATIONS

ATTACHMENT 13

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

UPON COMPLETING THIS QUESTIONNAIRE, PLEASE RETURN IT DIRECTLY TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, CONTRACTS MANAGEMENT SECTION - 27TH FLOOR, 290 BROADWAY, NEW YORK, NY 10007-1866 IN THE ENCLOSED SELF-ADDRESSED ENVELOPE OR BY FAXING IT TO (212) 637-3410.

Contractor /Name and Address (City and State):

Contract Number:

Contract Amount:

Type of Contract: Fixed Price [] Cost Reimbursement [] Time & Material []

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work: _____.

Names and telephone numbers of your personnel responsible for managing the contract:

1. QUALITY OF SERVICES DELIVERED:

a. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Superior [] Adequate [] Unsatisfactory []

Remarks:

b. To what extent was the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Superior [] Adequate [] Unsatisfactory []

Remarks:

c. How would you rate the contractor's key personnel (technical expertise, management capabilities)?

Superior [] Adequate [] Unsatisfactory []

Remarks:

d. How would you rate the contractor's key personnel response to technical direction by government/owners?

Superior [] Adequate [] Unsatisfactory []

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

To what extent was the contractor able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government/owner counterparts?

Superior [] Adequate [] Unsatisfactory []
 Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

To what extent did the contractor display initiative in meeting requirements and/or controlling cost?

Displayed considerable initiative [] Displayed some initiative []
 Displayed little or no initiative []

Remarks:

4. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet project schedules?

Completed substantially ahead of schedule []
 Completed work on schedule with no time delays []
 Experienced significant delays without justification []

Remarks:

5. COST CONTROL:

a. Evaluate the contractor's performance in completing projects within original cost estimates.

Completed project in less than original amount []
 Completed project at essentially the original amount []
 Exceeded the original amount without justification []

Remarks:

b. To what extent was the contractor able to track costs and provide accurate, complete and timely tracking reports?

Superior [] Adequate [] Unsatisfactory []

Remarks:

c. To what extent was the contractor's billings current, accurate and complete?

Superior [] Adequate [] Unsatisfactory []

Remarks:

6. BUSINESS PRACTICES:

To what extent did the contractor coordinate and cooperate with the government's/owner's contracting officers and technical representatives?

Superior [] Adequate [] Unsatisfactory []

Remarks:

7. CUSTOMER SATISFACTION:

a. To what extent were the end users satisfied with the overall performance of the contractor.

Superior [] Adequate [] Unsatisfactory []

Remarks:

8. If given the opportunity, would you work with this contractor again?
Yes [] No []

ATTACHMENT 14

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the United States Environmental Protection Agency (EPA) RFP No. PR-R2-99-10671 for the procurement of "Emergency and Rapid Response Services (ERRS) in the States of New York and New Jersey." The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance.

If you are contacted by the EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to (offeror's point of contact).

Sincerely,